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Current Topics.

Law and Ethics.

MR. AUGUSTINE BIRRELL tells a story that in the old days before the fusion of law and equity the disappointed suitor as he emerged from a common law court might be heard to say, "Well, if this is law, give me equity"; while if perchance it was in a Chancery court that he had suffered reverse, his language was, "If this is equity, give me law." He had his own ideal of justice to which as it seemed to him neither tribunal conformed. Lord MACMILLAN, who is not merely a distinguished lawyer, but a keen student of moral philosophy, in a lecture recently delivered to the Associated Societies of the University of Edinburgh, on the subject of law and ethics, speaks of the contrast often drawn in popular parlance between law and justice, and he, too, conjures up the picture of an indignant citizen, smarting under a judicial decision, saying, "It may be law, but it is not justice." It may well be so, for, as the learned lord went on to remark, not infrequently judges have been heard saying that they regretfully found themselves compelled by the law to pronounce a particular decision which obviously offended their sense of fairness, and at the same time giving forth a hint that it was for the Legislature to intervene and redress the law's injustice. Lord MACNAGHTEN once said, "It is a public scandal when the law is forced to uphold a dishonest act." Happily, the occasions when this conclusion is forced upon the courts are not frequent, and in the main it is the case that law and ethics live together in unison. Lord MACMILLAN cites three comparatively recent cases in which, as he says, the courts have recognised, as against what some might regard as strict law, the moral virtue of altruism: *Wilkinson* v. *Kinneil Cannel & Coking Co.* (1897), 24 Rettie 1001; *Brandon* v. *Osborne, Garrett & Co.* [1924] 1 K.B. 548; and *Gregory* v. *Miller* (1933), *The Times* of 9th February. In concluding an admirable address, Lord MACMILLAN uttered these comforting words: "The surest hope of promoting the welfare of the individual and of the community lies in the wise co-operation of law and ethics."

Unregarded Statutes.

IN LORD MACMILLAN'S lecture referred to in the preceding paragraph, mention is made of the singular lack of respect paid to statute law in the United States—an attitude of mind difficult perhaps to avoid, seeing that the various legislatures throughout the union produced in a period of five years no fewer than 60,000 Acts. Being regarded as things of nought, these statutes are left as to many of them totally disregarded. We in this country have not quite come to this pass, although we may think and say that much of the energy displayed by the Houses of Parliament is largely misdirected. Statutes are for the most part accepted as the law, not perhaps always with very good grace; but there have been a few Acts of Parliament that have been directly left unregarded. One of these is that known as Leeman's Act (Banking Companies Shares Act, 1867), which provides that a sale of bank shares shall be void unless the numbers of the shares sold are set out in the contract, or, if there are no distinguishing numbers, the name of the person in whose name the shares stand. The Stock Exchange has always calmly ignored the provisions of this statute as unduly hampering dealing in bank shares. Another statutory provision which has met the like fate is the section of the Bank Notes Scotland Act, 1845, which declares absolutely void and of no effect, and, indeed, an offence, to draw a bill or cheque or promissory note in Scotland for a less sum than twenty shillings. To draw cheques for a less sum than twenty shillings in Scotland is quite common and such are invariably accepted as good notwithstanding the minatory language of the statute. Acts such as the two mentioned had better be removed from the statute book.

High Court's Jurisdiction for Contempt of Inferior Court.

AN interesting point of law was raised in argument in *Rex* v. *Edwards; ex parte Commissioners of Church Temporalities in Wales* (reported in *The Times*, 21st March), where a rule *nisi* calling upon the defendant to show cause why a writ of attachment should not issue against him, granted at the instance of the Commissioners on 6th March, was made absolute. The contempt alleged was that the defendant had interfered and incited others to interfere with and obstruct the due process of the Denbighshire County Court and its officers while acting pursuant to certain orders, and that he evinced a similar intention in relation to other orders made and to be made by the same court. The matter arose out of a distress levied upon refusal to pay tithe rent-charge. It was argued in substance that, while the King's Bench Division would intervene if things were done likely to interfere with a case pending in an inferior court, it would not do so if the interference was simply with the process of the inferior court. In *Rex* v. *Brownell* (1834), 1 Ad. & E. 598, TAUNTON, J., said that disobedience to a Crown Office subpœna was a manifest contempt of the authority of the court of King's Bench; disobedience to a subpœna from quarter sessions was not. "A clear distinction is there recognised between contempt which consists in interfering with the administration of justice by acts done or writings published and contempt which

consists in interfering with an order or other process of the inferior courts," said Lord HEWART, C.J., in *Rex* v. *Judge; ex parte Justices of the Isle of Ely* [1931] 2 K.B. 442, where the distinction in *Rex* v. *Brownell* was accepted and the court declined to grant a rule against a witness who had disobeyed a subpœna from quarter sessions. This refusal did not, it was explained, leave the party aggrieved by the non-attendance without remedy. The subpœna could be applied for and issued from the Crown Office, the witness could be tried for his failure to attend after subpœna upon indictment, quarter sessions and other inferior courts had apparently power to fine or imprison for non-attendance (*Rex* v. *Clement* (1821), 4 B. & Ald. 218), and an action for damages would lie at the suit of the party injured by the witness's refusal. However, in *Rex* v. *Davies* [1906] 1 K.B. 32, the general proposition that the King's Bench Division has power to punish for contempts of inferior courts appears to have been established, and the publisher of a newspaper containing matter tending to interfere with the fair trial of a charge capable of being heard at assizes or quarter sessions was dealt with accordingly. In *Rex* v. *Edwards* it was held that the court had jurisdiction, the Lord Chief Justice observing that, apart from any other authority, the judgment in *Rex* v. *Davies* was sufficient. While it is clear that the distinction above alluded to will not avail in these particular facts, it does not appear from the report whether the distinction was in terms dealt with in the judgments, or whether the argument in support of the rule, that *Rex* v. *Judge* went no further than saying that the King's Bench Division does not punish by attachment disobedience to the subpœna of an inferior court, was accepted.

Arbitration as to Rent of Agricultural Holding.

THE decision of the Divisional Court in *Grundy* v. *Hewson*, reported in *The Times* of 16th March, settles the difficult question of the effectiveness of an arbitration as to the rent of an agricultural holding. We pointed out in our "Landlord and Tenant Notebook," of 25th June of last year (vol. 76, p. 451), that the Agricultural Holdings Act seems to contemplate refusal of a request for arbitration rather than an acceptance, and the county court judge who tried the above case came to the conclusion that when arbitration had been held there was nothing to make the award binding except in so far as concerned compensation under the Act. We also suggested, however, that though the requisite machinery was scattered about in different parts of the statute, and the transmission arrangement, as it were, difficult to operate, the Act did in a roundabout way provide for the enforcement of the award. Our chief reason for hesitation was that one would expect an enactment which interfered with freedom of contract to be more explicit about it. In allowing the appeal, the Divisional Court have apparently contented themselves with saying that they were unable to agree with the relevant part of the judgment of the county court judge. The moot point has, however, now been settled by authority, which may afford valuable guidance in these hard times, when rent figures almost as largely in the farmer's grumbling repertoire as weather.

The Sale of Advowsons.

THE latest addition to the series of "Measures" passed by the National Church Assembly and sanctioned by Parliament secured acceptance by the House of Commons only by a majority of twenty-two votes, after a keen debate, in the course of which the Attorney-General spoke in opposition to any change in the existing system of private patronage. The Measure, now requiring only the Royal Assent, is termed the Benefices (Purchase of Rights of Patronage) Measure, and it gives to the Parochial Church Council of any parish in which the advowson has been sold and bought since 1923 the right to compulsory re-purchase within a period of three years. In such case if the purchaser and the Parochial Church Council fail to agree as to the price to be paid by the latter for the advowson, this question is to be referred to arbitration, the arbitrator to be chosen in manner provided for in the Measure. Upon completion of purchase by the Parochial Church Council the right of presentation will vest automatically in the Diocesan Board of Patronage—a body now existing in every diocese representative of all "parties" within the Church. It is to be hoped that the passing of this measure will effectually put an end to the recent criticisms arising from the purchase of advowsons by groups of trustees for purposes more of a "party" nature rather than in the best interest of the parish involved.

The Emancipation of Slaves.

THOSE who read the excerpts from *The Times* of 100 years ago published in current numbers of that journal will have been interested to observe, in the issue of 1st March, a report of an action in which Sir J. SCARLETT (as he then was) appeared for the plaintiff, who recovered damages for libel against the secretary of the Anti-Slavery Society. The future Lord ABINGER, as a native of Jamaica, may have been peculiarly familiar with the activities of this society. As sometimes happens in the case of philanthropists, zeal had outrun discretion, and the defendant was presumably unable to justify allegations of ill-treatment meted out to a slave whom the plaintiff (himself a supporter of the movement for emancipation) had brought here from Antigua. It is interesting to note that this case was heard a few years after a more important decision on the status of slavery, which concerned the position of another Antiguan: *Case of the Slave Grace* (1827), 2 Hagg. Adm. R. 94. This was an appeal by the Crown against a decision that the slave concerned, who had visited England and then returned with her mistress, was not liable to forfeiture at the hands of the Antigua Customs authorities on being "illegally" imported. The Admiralty Court held that GRACE had had a sort of parenthetical liberty, but by voluntarily returning to a country where slavery was legal had reverted to her old status; and thus distinguished the decision in *Sommersett's Case* (1772), Lofft. 1, in which it was established, by means of a writ of *habeas corpus*, that slavery was not recognised by English law. The judgment of Lord MANSFIELD in *Sommersett's Case* was delivered after he had adjourned the matter for three terms in the hope that it would be settled amicably, the reason for his misgivings being, it is said, that there were then some 15,000 negro slaves in the country. And as late as 1729, one Mr. YORKE, now better known as Lord HARDWICKE, gave not only an opinion but a guarantee to the merchants of London that an imported slave did not change his status on arrival in Great Britain.

Recorderships.

DURING the last few weeks, owing to death and other causes, there have been numerous changes in the personnel of the Recorders throughout the country. So long have we been accustomed to the name thus given to the judge of the city or borough quarter sessions that we rarely give a thought to the fact that his work is now somewhat remote from that which originally must have given him this title. In the quarter sessions he sits as the single judge; as the late F. W. MAITLAND said: "he is no amateur justice," for he must be a barrister of five years' standing; he is the recipient of a salary, not large, indeed, save in the larger cities, and he is appointed by the Home Secretary. In the City of London the Recorder holds a whole-time post, which involves the exercise of jurisdiction both in the Central Criminal Court and sometimes also in the Mayor's Court. Outside London the position of the Recorder struck a foreign observer as highly anomalous. As he pointed out, the Recorder might one day be sitting as judge in the quarter sessions court, and another day be present in the same town appearing as advocate before a High Court judge. That is true, but English law and administration are full of anomalies, and yet somehow justice is done and we all go on quite comfortably.

Local Government Reform.

A STEP forward in the direction of a much needed codification of the law relating to local government has been taken in the publication by the Local Government and Public Health Consolidation Committee of an interim report issued by the Stationery Office on 21st March along with a Blue Book containing a draft of Local Government Bill embodying in its 301 clauses and eleven schedules the committee's recommendations. The committee was appointed on 8th December, 1930, by Mr. Arthur Henderson, then Minister of Health, under the presidency of Lord Chelmsford, with a view to the consolidation of existing enactments applying to England and Wales (exclusive of London) dealing with local government and local authorities and matters relating to public health, and to consider the grouping of these enactments in consolidating legislation and the amendments of the existing law desirable for facilitating consolidation and securing simplicity, uniformity and conciseness. Following are some of the more important suggestions. The civil powers of vestries in urban areas should be transferred to the borough or urban district council. This was done in Wales and Monmouthshire in 1914. If this proposal is carried into effect, the committee point out that the vestries will remain only for ecclesiastical purposes, most of which have been transferred to the parochial church councils and meetings by the parochial church councils. It is suggested that the ordinary period for elections be twenty-one days (excluding Sundays and public holidays) in the case of county council elections and thirteen in the case of boroughs. The present minimum period is nine days. The abuse of the frivolous candidate, who is an expensive luxury for the ratepayers, is dealt with by the suggestion that, while the number of electoral areas for which a candidate may be nominated remain as at present unrestricted, a candidate "shall not be allowed to go to election in more than one electoral division of a county, or more than one ward of a borough, and that if he does not withdraw his candidature in the remaining electoral divisions or wards by the latest time for the withdrawal of candidatures, the county returning officer at a county council election, and the mayor at an election of borough councillors, shall determine for which electoral division or ward the candidate is to stand for election." The provision is also to apply to elections of district and parish councils subject to modifications made by the election rules. The existing distinction between the position of one elected without his consent to serve on a borough council on the one hand and a county or district council on the other should be abolished. At present he must in the former case serve or pay a fine for non-attendance. In the latter cases he is not so liable. This should be extended to a borough, "a procedure under which a person may be nominated to serve in a public office against his wishes" being in the opinion of the committee "obsolete." It is also stated that there is no case for limiting the prohibition of the appointment of members of local authorities to paid offices to the offices of town clerk and borough or county treasurer. Moreover, a provision which merely prevents an existing member of a council being appointed to a paid office is largely ineffective, and it is recommended that a period of six months be interposed between the cessation of membership of the council and the taking effect of the appointment. The committee do not advocate any extension of the compulsory power to acquire land, but suggest that power to acquire such by agreement for the purposes of any of their functions be vested in all local authorities. The report and draft bill do not cover the whole ground, provisions dealing with the police and the administration of justice, highways and bridges, rating enactments and exchequer grants being among the omissions, but they go far to clear up many existing difficulties and will be welcomed, not only by those dealing professionally with local government matters, but also by the public at large.

International Law and the Russian Prisoners.

THE protection of the subjects and citizens of every country when abroad by their Government is, of course, fully recognised by international law. In states where law and order are unsettled there may be capitulations setting up special courts for the subjects of the British Empire and some other nations. Those which claim full recognition as civilised countries will not allow such courts, but in their treatment of foreigners, whatever their own nationals may suffer, they must obey certain elementary rules of justice. The present remedy for infraction of these rules can, of course, only be diplomatic, ranging from remonstrance to the breaking off of friendly relations, reprisals, and, in the last resort, war. The disadvantages of ignoring the rules of international courtesy are, however, becoming more and more manifest, and nations hesitate before placing themselves in the wrong.

The rules applicable to the present position may be illustrated by an analogous difficulty between Mexico and the United States a few years ago. Mexico wished to be treated as a civilised power, but there were strenuous complaints of the way certain American citizens charged with offences under Mexican laws had been treated. The cases were referred to a Commission of three persons, with American and Mexican agents, and will be found set forth with the decisions on them in the "American Journal of International Law," Vol. XXI, pp. 349-380. Claims for indemnities were made by the American citizens on various grounds, and a number of them were allowed. The claims in respect of wrongful arrest were, however, all disallowed. Manifestly, a very strong case would have to be made, with, perhaps, proof of bad motives on the part of officials concerned. Entirely innocent persons are arrested on suspicion in every country, and if a policeman or a detective makes a clumsy mistake, the victim must put up with it.

In one case the allegation was made that the claimant was for a period of four days not allowed to know the charge or suspicion sustained against him. The Commission stated that, if this allegation had been fully proved, it would have carried great weight with them. There was some doubt, however, on the facts before them, and on this heading the Commission found that the Mexican authorities had not been guilty of an "international delinquency."

There was the further allegation that this prisoner was not allowed to communicate for several days with his consul. The Commission were again doubtful on the facts, but they clearly held that, as a matter of international law, a foreigner, not familiar with the laws of the country where he temporarily resides, should be given proper opportunity of such communication.

Two Americans complained that they had been detained in filthy, overcrowded, and insanitary conditions. The Commission held these statements proved. The Mexican authorities testified that their own nationals were imprisoned in exactly similar conditions. The Commission set this defence aside. They observed (p. 361), "Facts with respect to equality of treatment of aliens and nationals may be important in determining the merits of a complaint of mistreatment by an alien. But such equality is not the ultimate test of the propriety of the acts of authorities in the light of international law. That test is, broadly speaking, whether aliens are treated in accordance with ordinary standards of civilisation. We do not hesitate to say that the treatment of Roberts was such as to warrant an indemnity on the ground of cruel and inhuman imprisonment."

That was a clear ruling that a backward nation could not set up its own imperfect standards of justice and humanity if they fell short of the minima required by international law. One such requirement is that an arrested person should be informed of the exact charge to be made against him without

undue delay, and another is that, having received this information, he should be allowed to communicate at once with his chosen friends and advisers, whether from his own country or elsewhere, in order to prepare his defence. Further, the trial must take place within a reasonable time. In one of the Mexican cases there had been a delay of nineteen months, and the Commission ruled that, with every allowance for the unsettled state of the country and the difficulties of collecting the evidence, a year was ample.

Neither our own country nor any other can insist on its nationals being tried in public, with its own rules of procedure, and, still less, with its own advocates to plead the defence. Each country can, however, insist upon such conditions as will ensure a fair trial and humane treatment to its nationals, and, so far as the Russian Government fails to ensure this minimum, it is guilty of international delinquency.

Company Law and Practice.

FINANCE ACT, 1927, SECTION 55.

CLXXIV.

STAMPS are looked upon by some people as a necessary, but tiresome, adjunct to legal documents; while the law relating thereto is frequently ignored, until it becomes necessary to apply it to any particular case, when research is merely made *ad hoc*. But stamp law is not uninteresting, and it is certainly desirable to have a grasp of its main features; however, I do not propose to-day to deal with anything but one very special aspect of it. We all know how frequently it becomes vital to keep expense of every sort as low as possible, and the Legislature has seen fit to make certain relaxations in the stamp laws to assist companies in the direction of reconstruction and amalgamation. The principal of these relaxations is to be found in s. 55 of the Finance Act of 1927; this section has been amended by the Finance Acts of 1930 and 1931, but it is not my purpose here and now to deal with anything arising out of those amendments, so I only mention them in passing.

There are three cases recently reported which deal with s. 55, and it is very desirable for the company lawyer to have some acquaintance with them. They are *Oswald Tillotson Limited* v. *Commissioners of Inland Revenue* [1933] 1 K.B. 134; *Brotex Cellulose Fibres Limited* v. *Commissioners of Inland Revenue, ibid.*, 158; and *Murex Limited* v. *Commissioners of Inland Revenue, ibid.*, 173. I will deal with the three of them in order, but first of all let us have a look at the section itself.

Before an exemption from stamp duty can be allowed under the section the Commissioners must be satisfied (*a*) that a company with limited liability is to be registered, or has been incorporated, or the nominal share capital of a company has been increased; (*b*) that the company (in the section and here called "the transferee company") is to be registered, or has been incorporated, or has increased its capital with a view to the acquisition either of the undertaking of, or of not less than 90 per cent. of the capital of, any particular existing company; and (*c*) that the consideration for the acquisition (except such part thereof as consists in the transfer to or discharge by the transferee company of liabilities of the existing company) consists as to not less than 90 per cent. thereof—(i) where an undertaking is to be acquired, in the issue of shares in the transferee company to the existing company or to holders of shares in the existing company; or (ii) where shares are to be acquired, in the issue of shares in the transferee company to the holders of shares in the existing company in exchange for the shares held by them in the existing company. If the Commissioners are so satisfied, then *ad valorem* transfer duty and *ad valorem* capital duty can be avoided, though sub-s. (6) of s. 55 makes it necessary for the existing company to hold the shares in the transferee company issued to it in consideration of the acquisition for a period of two years from the date of registration, incorporation or increase of capital. If they are not held for two years by the transferee company as beneficial owner, the exemption is to be deemed not to have been allowed, and an amount equal to the duty remitted becomes payable forthwith.

There is one exception to this cancellation of the remission of duty—where the transferee company ceases, in consequence of reconstruction, amalgamation or liquidation, to be the beneficial owner of the shares, there is no such cancellation. This may give food for thought to the ingenious, but need not here detain us further.

Now to the cases, and, first of all, *Tillotson's Case*. In this case the old company passed and confirmed special resolutions in the usual form, stating that it was desirable to reconstruct the company, appointing a liquidator, giving him power to consent to the registration of a new company with a similar name, approving a draft agreement for sale and authorising the liquidator to enter into it and carry it into effect. The new company was incorporated shortly after the confirmation of the special resolutions above referred to, one of its objects in its memorandum being expressed to be to enter into and carry into effect the agreement for sale above referred to; this agreement was subsequently entered into. The balance of the consideration under this agreement was to be the allotment to the nominees of the liquidator 340,000 fully paid shares in the new company "to the intent that such shares may be distributed among the members of the old company as nearly as may be in accordance with their rights and interests, as members of the old company."

The liquidator nominated three persons, who were shareholders in the old company, and to each of these three persons the company sent a letter of allotment, containing a form of renunciation. One of these persons sold certain of the shares contained in his letter of allotment before he had been entered on the register of members of the new company, and renounced his right to allotment in respect of them in favour of the purchasers. Another shareholder nominated certain of his relations, and renounced in their favour. The result of these renunciations was that more than 10 per cent. of the shares forming the consideration for the sale were first registered in the names of persons who were not shareholders in the old company.

In these circumstances the Commissioners assessed the agreement for sale and the conveyances and assignments made in pursuance thereof to *ad valorem* duty. Finlay, J., and the Court of Appeal both upheld this view, on the ground that less than 90 per cent. of the shares had been issued to holders of shares in the old company. The answer turned purely on the meaning of the word "issue" in the section, and it was held that that word denoted something more than the giving of an allotment letter with a right of renunciation. Whether it connotes registration is not answered by this case; and Lord Hanworth, M.R., was content to rest his judgment on the shares sold to purchasers, without considering those allotted to relations as nominees of one of the shareholders in the old company. I have not, I am afraid, the space available to deal at any length with the arguments or the judgments, and we must pass on to the *Brotex Case*.

This is not very dissimilar, but the facts are not exactly the same. An agreement for sale between the old and the new company was there entered into before liquidation of the old company, though it was conditional on the old company approving the agreement, and passing a resolution for voluntary winding up. The consideration for the sale was to be the allotment of shares in the new company to the liquidator of the old company or his nominees, and the payment to the old company of cash to satisfy its debts, to pay the costs of liquidation, and to satisfy dissentient members. Subsequently to the sale agreement the new company increased its capital

for the purpose of acquiring the old company's undertaking, and the old company approved the sale agreement, and passed a resolution for voluntary winding up. There were considerable changes in the shareholding in the old company between the date of the agreement for sale and its adoption by the liquidator of the old company, and many of the shareholders in the old company requested the liquidator to procure the allotment of the shares in the new company to which they were entitled to persons other than themselves. These allotments were in fact, so made, and in the result the 90 per cent. required by the section was not reached. The Commissioners made an *ad valorem* assessment, and the new company appealed. Rowlatt, J., dismissed the appeal, and a passage from his judgment may be set out as one of great assistance in construing the section.

"I think what the section says, and what it means," says the learned judge, at p. 172, "is that the existing company have to take the shares of the new company, and that the shareholders in the existing company, if that is the way it is done, have to take the shares of the new company in exchange for its or their property, and I think that to hold that what has been done in the present case was a compliance with the section would not be carrying out the intention of this sub-section at all. This sub-section is not, in my opinion, intended to enable a vendor company to transfer its shares into rights, or something of that sort, to shares of the new company which can be dealt with freely before registration. I think what is intended is that the existing company or the holders of shares in the existing company must exchange their shares into shares of the new company."

I had intended to deal also with the *Murex Case*, but I find my space is at an end, and I must content myself with saying that that was a case where an allotment was taken to nominees, and that Rowlatt, J., came to the same conclusion as he did in the *Brotex Case*.

(*To be continued.*)

A Conveyancer's Diary.

Protective Trusts— *continued.*

I LEFT off last week having partially dealt with the question relating to whether a settlor may settle his own property in such a way as to make his interest determinable on his bankruptcy. I cited *Re Burroughs-Fowler* [1916] 2 Ch. 251, in which it was held that although the life interest of the settlor was liable to forfeiture on other events than bankruptcy, yet if the bankruptcy occurred before any such other events took place, there was by reason of the bankruptcy a complete forfeiture which was nevertheless void as against the trustee in bankruptcy who could claim the whole life interest free from liability to forfeiture on the happening of any such other events in the future.

There may, however, be a question (which, I think, has not yet been definitely decided) whether in such a case, if one of the other events upon which forfeiture is to supervene (say, outlawry, as in *Re Burroughs-Fowler*) happens before bankruptcy, there is any estate left in the bankrupt which can vest in his trustee in bankruptcy.

In the very useful note on this subject in "Key and Elphinstone" (13th ed., vol. II, p. 512), it is stated confidently that if bankruptcy occurs before any other event upon which forfeiture is to take place, the trustee in bankruptcy is entitled free from liability to forfeiture on any such other event happening, and *Re Burroughs-Fowler* is cited as an authority for that. So far I agree. But the learned editor goes on to say that if any such other event happened before the bankruptcy, there would be a forfeiture which anteceded the bankruptcy and so left nothing which could vest in the trustee in bankruptcy. That sounds like common-sense and must be looked upon with suspicion.

The learned editor cites in support of his assertion a very interesting case: *Holmes* v. *Penny* (1856), 3 K. & I. 90.

In that case the facts were that A, being entitled to a life interest in settled funds and being largely indebted, his brother agreed to pay all his debts not charged upon his life interest, upon condition that such life interest should be settled so as to be applicable for the maintenance of A, his wife and children, or any of them, at the absolute discretion of the trustees. It transpired that the brother did in fact pay all the creditors of A except one, whose claim was not disclosed to him. There was a settlement by deed carrying out the transaction—that is, assigning the life interest of A to trustees upon trust to apply the income as before mentioned.

A became an insolvent debtor and the assignee in his insolvency (who was also the creditor who had not been paid) applied to set aside the settlement.

It was held that the settlement was valid against subsequent creditors of A and also against the creditor whose debt had been concealed from the brother. It was also held that the settlement would have been valid, even if it had been voluntary, as against subsequent creditors of the settlor.

Interesting as that case is, I am not sure that it is an authority for the proposition stated in the note in "Key and Elphinstone," to which I have referred.

Whilst a settlement made by a settlor of his own property for an interest determinable upon his bankruptcy is void as against his trustee in bankruptcy, a settlement for an interest determinable upon voluntary alienation is not open to the same objection and may be good.

Thus, in *Knight* v. *Browne* (1861), 30 L.J., Ch. 649, there was a voluntary settlement by a husband under which he took a life interest terminable on bankruptcy or alienation with a trust over to his wife. The settlor having mortgaged his life interest, it was held that his life interest was forfeited and the trust in favour of the wife took effect.

It might be inferred from that case that if bankruptcy had supervened, the trustee in bankruptcy would have had no claim. In the absence of direct authority, I am not at all sure of that. If it be so, it obviously opens a door to fraud upon creditors.

Suppose, for example, that A, being (let us say) solvent, settles the whole of his property upon protective trusts for the benefit of himself for life. If he becomes bankrupt the settlement is void against his trustee in bankruptcy. There is no doubt about that. But if, before becoming bankrupt, he has assigned his life interest to another, although that assignment can vest nothing in the assignee, nevertheless it creates a forfeiture and the discretionary trust over takes effect, and on his subsequent bankruptcy his trustee in bankruptcy has no claim. That seems to be the position if the learned editor of "Key and Elphinstone" is right. I feel somewhat doubtful about it.

It seems, however, that if, in such a case, the alienation were involuntary, the forfeiture occasioned thereby would be effective even against the trustee in the subsequent bankruptcy of the settlor. That I can understand, and it was so held in *Re Detmold* (1889), 40 Ch. D. 585.

In that case a marriage settlement of the settlor's own property was made on trust to pay the income to himself "during his life, or till he shall become bankrupt or shall assign, charge or incumber the said income, or shall do or suffer something whereby the same, or some part thereof, would through his act or default, or by operation or process of law, if belonging absolutely to him, become vested in or payable to some other person or persons," and from and after the determination of the trust in favour of the settlor upon trust to pay the income to his wife during her life.

A judgment creditor of the husband obtained an order appointing himself a receiver of the income of the trust funds. The husband was subsequently adjudicated a bankrupt.

It was held that the order appointing a receiver caused a forfeiture which, taking effect, as it did, before the settlor's

bankruptcy, brought into operation the trust in favour of the wife, and consequently the trustee in the subsequent bankruptcy of the husband could not sustain a claim to the income.

I can understand the question having been fought out in that case, because it was contended that the receiver appointed in the creditor's action was in the same position as a trustee in bankruptcy. It was decided that he was not. Since that decision I cannot imagine a creditor going to the expense of having a receiver appointed unless it is for the purpose of obliging the settlor and his family any more than I can conceive of anyone taking an assignment of the life interest except for the same purpose.

I have been dealing, of course, only with settlements by a settlor of his own property. In *Re Ashby* [1892] 1 Q.B. 872, it was sought to apply the same principle to a case where two persons had a power of appointment under a settlement and appointed a protected life interest to one of themselves. The life tenant was not a party to the settlement which created the power and the property settled was not his. It was held that the appointment did not constitute a settlement by the tenant for life of his own property, and his trustee in bankruptcy had no claim to the income.

I have received several requests from readers that I should produce a form which will meet the criticisms which I have ventured to offer regarding the statutory form. I hope before next week to find time to draft a form and offer it for criticism by any reader who may be interested.

Landlord and Tenant Notebook.

Maintenance.

THE relationship of landlord is often mentioned in connection with the law of maintenance as affording an illustration of the exception to the main rule. It might better be called an illustration of the true principle, for Hawkins in his "Pleas of the Crown," cites the relationship under "justification." Frequently we find "landlord and tenant" in juxtaposition to "master and servant," but while I have been unable to find more than one reported case (*Findon* v. *Parker, infra*) in which a landlord is alleged to have assisted his tenant in litigation, the passage in Hawkins does not suggest that the rule (or exception) was a relic of feudal times, and I do not think that the fact that in these unromantic times a landlord is more often a property investment trust or a local authority than a benevolent coal-and-blanket distributing landowner has modified the principle. The hypothetical instance given by Hawkins makes it clear that a landlord's right to support his tenant is governed by the extent of their common interest in the dispute: "if, in an action for trespass brought by or against a lessee for years, the inheritance comes in question, the lessor may lawfully maintain his lessee . . . for though the judgment which may be given against the lessee cannot directly bind his inheritance, yet the verdict may be a prejudice to his title, being given on a supposition of his not having a good one." In a later section the writer contends that the principle applies even in the case of a potential tenant, e.g., one whose term is to commence on the death of another tenant holding for life, which may occur after that of the grantor.

In some of the authorities dealing with maintenance, *Payne* v. *Rogers* (1794), 2 H. Bl. 350, has been mentioned as an example of the lessor's position. I cannot see how it has to do with it. The action was by someone who had fallen through a defective cellar-grating and who chose to sue the landlord of the premises instead of the occupying tenant, because the landlord had undertaken repairs. The defendant contended that the occupier alone was liable, but the court held that the action lay and rather praised the plaintiff for avoiding circuity of action. Incidentally, this authority, and others in which it was followed, has been severely criticised by text-book writers (see "Salmond on Torts"). But, sound or unsound, it does not appear to shed any light on the question of maintenance; and those concerned with the lessor's rights must look elsewhere for a definition of what amounts to common interest in subject.

This is more easily described than defined, but one can usefully compare two such cases as *Stone* v. *Yea* (1822), Jac. 426, and *Findon* v. *Parker* (1843), 11 M. & W. 675. In the former a number of tithe-payers, or alleged tithe-payers, had formed an association for contesting the tithe-owner's rights, or claims, and the agreement was not only that proceedings should be brought and defended at their joint expense, but also that no one should compromise or admit claims, and there was no limit as regards time. The action was brought twenty years after the date of the agreement, for the defendant's contribution, and it was held that the agreement went beyond the common object, and was unenforceable. *Findon* v. *Parker* was an action by a solicitor for a share of his bill against one of another group of landlords who had banded themselves together with the object of resisting a demand that certain tithes should be paid in kind. The demand was based on a contention that the properties concerned were "new" inclosures. The relevant facts were that a meeting was called; a resolution to fight was passed; it was agreed that the various landlords should contribute in proportion to the value of their properties, and to instruct the plaintiff's firm; and—this proved to be important—at the date of the meeting it was known whether the lessees of the tithes intended to proceed against one or all the tithe-payers concerned. Nine bills were actually filed against the occupying tenants, and seven issues directed at trial; but while the jury were considering the first, counsel met and agreed to treat the verdict as a test. (The jury disagreed in the end!) In dealing with the defence to the solicitor's claim, the court commented on the action of the defendant in setting up his own wrong, but proceeded to deal with the case on the basis of whether the agreement was or was not one for maintenance. The decision was that it was not, but great importance was attached to the circumstance that at the date of the agreement the defendant and his co-adventurers *had reasonable ground to believe* that they had a common interest in proving their properties to be "ancient" inclosures.

These two cases may afford some guidance to those who come into contact with the financing of litigation by associations of landlords or tenants, a fairly common practice nowadays. The limitation expressed in the words I have italicised seems to me to be significant. So does a dictum of Lord Sumner in *Oram* v. *Hutt* [1914] 1 Ch. 98, C.A., at p. 106: "A common cause is not a common interest." And while some may think that the tort of maintenance is a thing of the past, or nearly so, Lord Coleridge said, in *Bradlaugh* v. *Newdigate* (1883), 11 Q.B.D. 1, that the doctrine was "a living doctrine," but Fletcher Moulton, L.J., remarked, in *British Cash, etc., Conveyors* v. *Lamson Store Service Co., Ltd.* [1908] 1 K.B. 1006, C.A., that the old common law was "to a large extent obsolete"—subsequent history shows that the law, if not developed, is much applied.

Mr. Robert Taylor Richardson, solicitor, of Barnard Castle Durham, left estate of the value of £186,945, with net personalty £169,947. He left a selection of curios, books, silver, glass, china, jewels and trinkets to the trustees of the Bowes Museum; a conditional £300 in trust for St. Mary's Church, Barnard Castle; £500 to the Vicar and Churchwardens of St. Mary's for providing psalters and hymn books with music to the congregation; a conditional £500 to the Northumberland and Durham Home Teaching Association for the Blind; premises in Hall Street in trust for the Barnard Castle Mechanics Institute; and the residue of the property in trust for founding and endowing a Cottage Hospital and Convalescent Home in Barnard Castle.

Our County Court Letter.

THE LEGALITY OF ANTE-POST BETS.

In *Tarrant* v. *Allsopp*, recently heard at Newent County Court, the claim was for £25 in respect of an ante-post bet on Miracle, which was scheduled to run in the St. Leger, but was eventually scratched. No money was sent by the plaintiff (who received from the defendant a confirmatory voucher) but, some weeks before the race, the defendant closed the plaintiff's account, and cancelled all vouchers. The defendant was subsequently "warned off" by Tattersalls, who ordered payment of the plaintiff's account on earlier transactions, but the defendant nevertheless debited the above £25. The plaintiff contended that (*a*) in ante-post betting, no money was paid before the race, (*b*) the defendant therefore had no right to appropriate the £25 as a stake (on closing the plaintiff's account) as the plaintiff had not then lost the bet, (*c*) the amount therefore never became a stake, but was recoverable as a deposit, as no gaming transaction had taken place. The defendant pleaded the Gaming Acts, and His Honour Judge Kennedy, K.C., observed that there never had been a deposit, and the plaintiff would eventually have lost his money, as the horse was scratched. In effect the defendant had set up a counterclaim, when asked to pay the plaintiff's previous winnings—these being the real subject of the claim. Judgment was therefore given for the defendant, with costs.

VALIDITY OF APPOINTMENT OF RECEIVER.

The above subject was recently considered in the Liverpool Palatine Court in *E. Tisdale Ltd.* v. *Union Bank of Manchester, Ltd., and Semper.* The second defendant had been appointed receiver by the first defendants (as debenture-holders) but the company claimed a declaration that the appointment was invalid, for the following reasons: (1) the bank's demand for payment, and certificate of jeopardy, had not been served at the registered office, but only upon the secretary, (2) the latter was merely a clerk in the office of the second defendant, and the matter had not been notified to the directors. The defence was that the notice was accepted for and on behalf of the company, and endorsed to that effect, after the bank had been referred (by telephone) from the registered office to the secretary's office. The Vice-Chancellor accepted the evidence of the defendants (as to the demand for payment having been duly notified to the managing director) and, as the proper official had received the notice on behalf of the company, judgment was given for the defendants, with costs. It is to be noted that the Companies Act, 1929, s. 370, provides that a document may be served on a company by leaving it at (or sending it by post to) the registered office. It was held in *Pearks, Gunston & Tee, Ltd.* v. *Richardson* [1902] 1 K.B. 91, that service at any other address was bad, but the decision is only an authority under the Food and Drugs Act, 1875, and similar statutes.

RECEIPT AS BILL OF SALE.

In the recent case of *Middleton* v. *Charlesworth*, at Uttoxeter County Court, the plaintiff had issued execution, which had been levied upon the defendant's household furniture and dairy utensils. The latter were claimed, however, by the defendant's daughter, who alleged that (on the 3rd December, 1932) she had bought them from the defendant for £20—paid in treasury notes. The claimant relied upon a receipt for this amount—her case being that she intended to fetch the goods, which were kept for her by the defendant in the meantime. It was contended for the plaintiff, however, that (*a*) this transaction was carried out to hinder or delay creditors, (*b*) there was no hire-purchase agreement, and the receipt (in order to confer a valid title) should have been registered as a bill of sale. His Honour Judge Ruegg, K.C., held that the plaintiff was entitled to the goods as execution creditor, as the claimant's case had failed. Judgment was given accordingly, the High Bailiff's costs of possession being allowed.

Land and Estate Topics.

By J. A. MORAN.

This is the time of the year that one expects increased activity in the market for real estate. Why, except in the case of country properties, the spring months should be more favoured than any other is not easy to understand; it may be, of course, that sellers anticipate a more optimistic feeling in the minds of investors and speculators when nature is in the act of recovering some of its lost charms. But, when allowance is made for a feeling that has survived since the days of the old Mart in Tokenhouse Yard, the market has not attained the position that is more than warranted by the trend of recent events. At the moment it is good, and the demand for freehold ground rents was never better; but the line of vision during the last few months misses the big country domains that not long ago gave the leading auctioneers plenty of opportunities of grappling with situations that called for resource and alertness as well as an intimate knowledge of all that mattered at the moment, both socially and politically.

Property owners are invited to place orders for repairs, decorations and improvements to houses, and a scheme has been prepared by the National Association of Building Societies, with the Government's approval, for making advances payable to the public outside the building societies' own members. So far, so good. There is, however, a strong conviction among many of those concerned in the appeal that the borrowing of money with a twofold object might cause trouble with an over zealous assessment committee; and until the resident owner knows how he stands he is not likely to risk adding to his annual obligations. Property owners as a class have made more than their fair share of the sacrifices forced upon the country through the follies of every successive Government, irrespective of party, since the war, and it is too much to expect that they will engage in voluntary additions and alterations likely to reduce local unemployment if they may mean heavier rates and taxes.

Minster Abbey, out Thanet way, is again in the market. A few years ago, what is described as the "oldest house in England," was said to have been purchased by a religious body in Chicago for the purpose of preaching the Gospel of true unity among the Christian Churches in this country. But whether they thought better of it, or became convinced that their starting point might lead to awkward questions, it is not recorded; anyway, they appear to have given up the job. Since then the place has been on view, for a fee, but it looks as if the char-a-banc trippers from Margate and Ramsgate gave more thought to the frolics of the day than to association with relics of the past. That it is the oldest house in the Kingdom may be doubted, and it is not very much to look at. The antiquarian, however, can find a whole week's pleasure inside its walls; the relics are there, in front of him, and are not dependent on the fervid oratory of a uniformed guide.

Arising out of a reference I made in this journal to the value of a ghostly tradition associated with a property that is for sale, a correspondent asks me if I can provide him with a record of the law cases in which the money value of "spoofs" was determined by the courts. The answer is in the negative. In the case I mentioned, the house sold to a purchaser was not the one associated with a supernatural visitor, and it hardly seems fair that a man who bought it should, through the negligence of the seller's agents, be saddled with the ownership of another property.

There is a lot of unconscious humour in the slips that are sent out, straight from the auctioneer's office. Only the other day the residence of "the late" Lady So-and-So was announced for sale, and here I have before me an intimation that a parcel of freehold ground rents secured on "a parade of shops" at Wembley Park has been sold privately. At a time like this, when rates and taxes swallow all our savings and an impending budget hangs heavily on our nervous system,

a parade of anything in the nature of bricks and mortar would be received with enthusiasm. The mannequins would have to take a back seat.

In view of the prevailing financial depression, this scarcely seems a propitious moment for providing more luxurious accommodation for dwellers in the West End. But there are those who think differently, as Sunderland House is shortly to be taken over for commercial purposes. It is intended to use the famous ball-room and reception rooms for public functions and exhibitions, and the upper storeys will be converted into residential flats. Enterprise like this goes a long way towards fostering faith in the near future, as no doubt the promoters gave the fullest consideration to the realities of the situation before they put them into execution.

Reviews.

Banking Law. By the late WILLIAM WALLACE, Advocate, formerly Sheriff-Substitute of Argyll, and ALLAN M'NEIL, S.S.C. Seventh Edition by ALLAN M'NEIL and T. MENZIES M'NEIL, W.S. 1933. Medium 8vo. pp. xxxvi and (with Index) 479. Edinburgh: W. Green & Son, Ltd. 20s. net.

The fact that this work has reached its seventh edition is of itself cogent evidence that it has been found to be of great practical utility by both bankers and the legal profession in Scotland. Its arrangement is excellent, and the treatment of the various branches of the subject calling for discussion is clear and authoritative; this, however, is not surprising, seeing that the senior editor, Mr. Allan M'Neil, has been lecturer on banking in the University of Edinburgh for a number of years. In the preparation of this edition credit for much of the spade work is given to Mr. Allan M'Neil's son, Mr. T. Menzies M'Neil, whom it is thus interesting to find following in his father's professional footsteps in specialising in banking law. While, as may be gathered, the work is primarily intended for Scottish readers—bankers and those preparing for the examinations connected with the Institute of Bankers in Scotland, and for Scottish lawyers—it will be found useful by English lawyers, for although English and Scots banking law differs materially on some points, on many questions the two systems of law are identical, and even as to those where dissimilarity prevails English solicitors having professional business with Scotland may profitably be reminded of the existence of those divergencies. For example, it may be well to remember that in Scotland where a banker has funds belonging to a customer, but insufficient in amount to meet a cheque drawn upon the account, presentation of the cheque operates as an "assignation"—for so it is called in the north—on behalf of the presenter. Attention is, of course, called to this, and the duties of the banker in such circumstances are clearly stated. Again, it should be remembered that in Scotland title deeds cannot be "impignorated" so as to confer a title of possession to the estate or debt represented by them, capable of competing with the right to vindicate possession competent to the proprietor or creditor who has acquired his right by onerous title from the pledgee. It is pointed out, however, that advances may be made in Scotland against the deposit of title deeds of real property situated in England. Various useful forms and tables are given in the Appendix, one of these, which is new, being a table showing the distribution of heritable, i.e., real estate, of persons dying intestate. We can cordially commend this edition.

The Juridical Review. Vol. XLV. No. 1, March 1933. Edinburgh: W. Green & Son, Ltd. 5s.

In this number of the Review the historical and legal elements are happily blended. First place is given to a learned and perfervid article by Mr. Thomas Innes, Carrick Pursuivant, on the Scottish Parliament, in which he combats the views entertained by many English writers as to the alleged inefficiency of the Scottish Parliament as compared with that of England. Mr. Innes will have none of this, and he points out that the Scottish Parliament was representative not of individual members of the population, but of the individual land districts which together formed the "Knyrick of Scotland." It was further a judicial body, this aspect of its work being now represented by the Court of Justiciary and the Court of Session. Among other articles is one by Sir Alexander Wood Renton, K.C., appreciative of the report of the Greer Committee on the subject of the reciprocal enforcement of foreign judgments. A further notable article is that of Mr. A. R. G. M'Millan on "Scottish Maritime Law and International Trade," in which attention is called to that peculiarity in Scots procedure by which it is possible to arrest an innocent ship in respect of a claim against another ship belonging to the same owners—a procedure which appears to be prejudicial to Scottish overseas trade. According to Mr. M'Millan there is need for reform here and in some other matters in Scottish maritime procedure.

The Law of Agency. By RAPHAEL POWELL, M.A., B.C.L. (Oxon), of the Middle Temple, Barrister-at-Law. 1933. Demy 8vo. pp. xxxi and (with Index) 189. London: Sir Isaac Pitman & Sons, Ltd. 7s. 6d. net.

This little book on the law of agency seems good. The principal features of the subject are there, the arrangement is good and there is a good list of cases with full references. It is only a pity that we find (on p. 133) a repetition of the old fallacy that a banker who pays a cheque to which his customer's signature has been forged is liable because he is supposed to know his customer's signature. This was shown to be fallacy as long ago as 1895, in the *London and River Plate Bank Case.* The reason why the bank cannot debit his customer's account is that he has not carried out his mandate.

Lectures on Mercantile Law. By M. R. EMANUEL, Barrister-at-Law. 1933. Demy 8vo. pp. (with Index) 254. London: Gee & Co. (Publishers), Ltd. 8s. 6d. net.

This book contains within moderate compass much useful information relating to mercantile law. It seems to be quite accurate, but (p. 126) the period for avoiding a floating charge in liquidation proceedings has now been increased from three to six months, and it would probably be better to say (p. 137) that it is the liquidator who settles the list and makes the calls. And surely (p. 98) railway companies charge less (and not more) when the goods are carried at owner's risk!

Books Received.

Laws of Palestine, 1926–1931. Vols. I, II and III. Edited by MOSES DOUKHAN, O.B.E., Advocate, Member Palestine Bar. 1933. Palestine: L. M. Rotenberg. London: Stevens and Sons, Ltd. £1 10s. net per vol.

Police Procedure and Administration. By CECIL C. H. MORIARTY, O.B.E., LL.D. Second Edition. 1933. Crown 8vo. pp. xv and (with Index) 292. London: Butterworth and Co. (Publishers), Ltd. 5s. net.

The English and Empire Digest. Supplement No. 8. 1933. Edited by PHILIP F. SKOTTOWE, LL.B., of the Middle Temple, Barrister-at-Law. Crown 4to. London: Butterworth & Co. (Publishers) Ltd. 25s. net.

Kime's International Law Directory for 1933. Forty-first Year. Edited by PHILIP W. T. KIME. Crown 8vo. pp. xiii and 547. London: Butterworth & Co. (Publishers), Ltd.; Kime's International Law Directory, Ltd. 15s. net.

Magisterial Law, 1932. By ALBERT LIECK, Chief Clerk, Bow Street Police Court, London, and SOPHIE LIECK, LL.B. 1933. Demy 8vo. pp. xix and (with Index) 258. London: Sir Isaac Pitman & Sons, Ltd. 21s. net.

POINTS IN PRACTICE.

Questions from Solicitors who are Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to the Editorial Department, 29-31, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Validity of "Snowball" Scheme.

Q. 2687. A sells a ticket to B, which entitles B to send up the purchase price of four more tickets to X. & Co. On receipt of these tickets B must sell them at the same price to C, D, E and F. When C, D, E and F each send to X. & Co., the purchase price of four tickets, B receives an article of the retail value of five tickets. C, D, E and F can each qualify on the same terms and so on *ad infinitum*. Is such a scheme valid (i.e., is it prohibited by law) in view of the fact that if X. & Co. at any time wished to cease business they would be unable to refund unforfeited money paid to them under the scheme out of their profits? Any authority on the point would be welcome.

A. The uncertainty of the date of receipt by B (of the article from X. & Co.), coupled with the further uncertainties as to the dates of receipt of similar articles by C, D, E and F, constitute a lottery. A, as the seller of tickets (and also B, if he sells them to C, D, E and F) will be guilty of offences against the Lotteries Act, 1823, s. 41. The scheme involves a "myriad uncertainties," as pointed out by Lord Hewart, L.C.J., in *Howgate* v. *Ralph* (1929), 45 T.L.R. 426, a reference to which may afford some guidance, although the scheme was not on all fours with the present. X. & Co. are apparently liable for publishing the scheme, and (unless a body corporate) may be rogues and vagabonds under the Vagrancy Act, 1824.

Mortgage—No Attornment Clause—Mortgagor in Possession—Sale—Obtaining Possession.

Q. 2688. A mortgagor of freehold property to a building society is now more than six months in arrear with his subscriptions. The mortgagor lives in the property. The society, who have as yet exercised none of their powers, have decided to exercise their power of sale. They have instructed us to obtain vacant possession of the property with a view of a better sale. There is no attornment clause in the mortgage, which otherwise contains the usual building society mortgage clauses. Will it be sufficient, for the purpose of founding a county court summons for possession, to give, say, one month's written notice to the mortgagor stating that the society intend to go into possession of the property on which date vacant possession will be required? We shall be glad to have your opinion generally on the best method of obtaining vacant possession from the point of view of the mortgagor refusing to move out peaceably and the matter therefore having to go to court, and also on the general position of a mortgagee in possession towards his mortgagor who is in occupation.

A. A mortgagee goes into possession by giving notice to the tenants to pay their rents to him and by taking into his hands the management of the mortgaged property. It therefore follows that so long as the mortgagor is in occupation the mortgagee cannot effectively go into possession. A mortgagor in possession may either be a tenant at will or a tenant at sufferance, and it is not possible to say exactly which type of tenancy exists upon the information before us. If there is a tenancy at will it will be determined by a demand for possession which would also terminate a tenancy at sufferance. It is suggested that a demand for possession on a certain date will be adequate for our subscribers' purpose. In the event of the mortgagor failing to give possession it is suggested that proceedings in ejectment be commenced.

Costs ordered by Quarter Sessions—Enforcing payment against Surety.

Q. 2689. We acted for the successful respondent in an appeal at Quarter Sessions to quash a bastardy order. Costs were allowed and have been taxed but not paid. We fear that neither the appellant or his surety have goods to satisfy the costs. What proceedings can we adopt to enforce payment of the costs? Can we apply to the justices in petty session for a distress warrant, and in default of distress a commitment without proving means? (See Halsbury (New Edition), Vol. 2, p. 597, citing *R.* v. *Pratt*, but contra the footnote P. in Stone's "Justices Manual," 1932 ed., p. 82.) Would this suggested procedure be available against the surety?

A. The Summary Jurisdiction Act, 1848, s. 27, provides that if, upon appeal, a Court of Quarter Sessions shall order either party to pay costs, the order shall direct such costs to be paid to the Clerk of the Peace, to be paid by him over to the party entitled to them, and shall state within what time such costs shall be paid, and if the same are not paid within the time limited, and the party ordered to pay them is not bound by recognisances conditioned to pay such costs, the Clerk of the Peace shall, upon application of the party entitled to the costs, or any person on his behalf, and on payment of a fee of 1s., grant to the party applying a certificate that the costs have not been paid; and upon production of the certificate to any justice, he may enforce the payment of such costs by warrant of distress. See form of certificate of Clerk of the Peace, No. 58, in the Schedule to S.J. Rules, 1915. As regards enforcement against a surety, see S.J. Act, 1879, s. 23, sub-s. (2), which says that any sum which may become due in pursuance of a security under this Act from a *surety* shall be recoverable summarily in manner directed by this Act with respect to a civil debt (see ss. 35 and 47).

Ownership of Ground Game on Railway Track.

Q. 2690. The track of one of the large railway company's runs through A's property. A rears game for sporting purposes and this game at times crosses the railway track from one part of his estate to another. Certain employees of the railway company are in the habit of snaring hares and rabbits and otherwise interfering with the game reared on A's property when it crosses the track, but for this purpose they do not trespass on A's land, but do what they require from the railway track. It is understood that the land for the railway track was taken under the ordinary powers relating to railway companies, and it is presumed that no sporting rights would pass to the company. Please advise the exact position and refer to any case or statute on the point. What is the best way of putting a stop to it?

A. Ground game, like all wild creatures, are *res nullius* until killed or otherwise reduced to possession. A landowner from whose estate ground game make their way on to an adjoining railway track cannot complain if they are killed or captured there. He is not in occupation of the track and has no sort of right to ownership of such wanderers. As long as they remain on the railway company's premises the company may authorise or permit their servants to snare them. There is no legal method of putting a stop to what is being done—unless the railway company would be prepared to grant the sole right of sporting on this portion of their track to A. See *Blades* v. *Higgs* (1865), 11 H.L. Cas. 621.

In Lighter Vein.

THE WEEK'S ANNIVERSARY.

Mr. Justice Reeve died on the 27th March, 1647, after filling his place in the Common Pleas since 1639, when he succeeded Mr. Justice Hutton. When the outbreak of the Civil War divided the loyalties even of the judges, he threw in his lot with the Parliament, continued to sit at Westminster, and, when the King's summons to adjourn his court to the Royalist City of Oxford was delivered to him, had the messenger arrested. Clarendon notes him as "a man of good reputation for learning and integrity and who in good times would have been a good judge."

A SOLITARY SILK.

The recent spectacle of a solitary "silk" making his first conspicuous progress round the courts recalled the fact that Lord Carson had to go through the same distinguished ordeal, thanks to the ill-judged obstinacy of the Liberal Lord Chancellor Herschell in refusing to give him his patent with the batch of 1894, on the pretext that he had not been long enough at the English Bar. It was not long before circumstances forced his hand and Carson made his introductory round alone. Only to Kekewich, J., he did not bow, for that judge had risen when he reached his court. But it happened that the new Q.C. had a case before him the very next day and, when he rose in the front row, he was met with "Mr. Carson, I can't hear you," from the Bench. Several times he raised his voice, but with the same result, till the judicial stickler for etiquette deigned to explain that the new "silk" had not been called within the Bar of that court and even to hint that knee-breeches were all but indispensable for a first appearance.

FIRE IN THE TEMPLE.

While Lincoln's Inn is still repairing the damage done by a recent blaze, Essex Court in the Temple has heard the clang of fire engines for the second time in twelve months. The earlier occasion was on Good Friday last. Since the Great Fire of London, which destroyed everything east of the Church, most of the Temple has been burnt at one time or another—King's Bench Walk twice within twenty years of that disaster, despite the new engine provided and the "further number of bucketts" which the Inner Temple ordered "to bee added to the former now hung upp in the Hall." Paper Buildings, of course, were burnt down by the future Mr. Justice Maule in unconventional circumstances which I set out a little while ago in this column. But the worst the Temple ever suffered was probably in 1678, when the Cloisters, Brick Court, Elm Court, Hare Court and Pump Court perished. The Thames was frozen and solid ice formed in the buckets on their way to the blaze. The desperate lawyers fed the fire engines with beer from the brewery by the Hall to the extent of £20 worth. The Lord Mayor of London improved the shining hour by entering the Temple with his State sword borne aloft. The members, however, snatched a few moments to beat down the symbol of an authority they never acknowledged, and the disgruntled City father withdrew, dismissing the London fire engines which were dashing to the rescue, and spent the night getting gloriously drunk in a tavern near by.

LOCALISMS IN COURT.

It is well that a Chancery judge who understands West Country ways and West Country language was available to try the "Zummerzet" right of way case which fell to the list of Eve, J. Nomadic holidays in that part of the world have attuned his ear to accents which might have led many judges astray. One of the strangest instances of judicial unfamiliarity with local terminology occurred in Ireland when Foster, J., tried five men charged with homicide at the Limerick Assizes. Against one of the prisoners, the evidence was clear. The principal witness for the prosecution had said: "I saw Denis Halligan, my lard—he that's in the dock there—take a vacancy at the poor soul that's kilt and give him a wipe with a cleh alpeen and lay him down as quiet as a child." ("Take a vacancy" meant take a shy, and a "cleh alpeen" was a bludgeon.) After the verdict, the judge, having given heavy sentences to four of the prisoners, turned to Halligan and said: "I have purposely reserved the consideration of your case for the last. Your crime as being a participator in the affray is doubtless of a very grievous nature, yet I cannot avoid taking into consideration the mitigating circumstances that attend it. By the evidence of the witness, it clearly appears that you were the only one of the party who showed any mercy to the unfortunate deceased; you took him to a vacant seat and you wiped him with a clean napkin, and—to use the affecting and poetical language of the witness—you laid him down with the gentleness one shows to a little child." He then passed a sentence of three weeks' imprisonment on the scoundrel who actually did the deed.

Obituary.

SIR LEWIS BEARD.

Sir Lewis Beard, Town Clerk of Blackburn until his retirement in 1930, died on Saturday, 18th March, at the age of seventy-five. Educated at Liverpool and Trinity College, Cambridge, he was called to the Bar in 1882. He became Assistant Town Clerk of Coventry in 1891, and in order to carry through the solicitor's work he had himself disbarred and was admitted a solicitor in 1892. He was appointed Town Clerk of Coventry in 1893, and in 1904 he became Town Clerk of Blackburn. Sir Lewis received the honour of knighthood in 1919.

MR. H. H. HARDING.

Mr. Harry Harcourt Harding, B.A., barrister-at-law, of Pump Court, Temple, and Associate of the Northern Circuit, died at Southport, on Friday, 17th March. Mr. Harding was called to the Bar in 1903, and went the Northern Circuit.

MR. C. N. BUSHELL.

Mr. Charles Nicholas Bushell, solicitor, of Thavies Inn, E.C., died on Tuesday, 21st March, at the age of twenty-nine. He was admitted a solicitor in 1931.

MR. R. H. CHILLCOTT.

Mr. Richard Herbert Chillcott, solicitor, partner in the firm of Messrs. Van Sommer, Chillcott and Kitcat, of Arundel-street, W.C., died suddenly at Weybridge Railway Station on Tuesday, 21st March, while waiting for a train. Mr. Chillcott, who was admitted a solicitor in 1890, was sixty-eight years of age.

MR. H. P. LANDON.

Mr. Harcourt Palmer Landon, solicitor, partner in the firm of Messrs. Landons, of Brentwood, died on Tuesday, 14th March, at the age of seventy-six. Mr. Landon was admitted a solicitor in 1880.

MR. R. A. WATSON.

Mr. Richard Arnold Watson, solicitor, head of the firm of Messrs. Watson and Son, of Lutterworth, died on Sunday, 5th March, at the age of fifty-nine. Mr. Watson, who was admitted a solicitor in 1896, had been clerk to the Lutterworth magistrates for thirty years.

Mr. Arthur Neal, solicitor, of Sheffield, M.P. for the Hillsborough Division of Sheffield, 1918-22, left estate of the gross value of £46,551, with net personalty £42,128. He left £100 each to the Sheffield Royal Infirmary, the Sheffield Royal Hospital, and the Jessop Hospital for Women.

Notes of Cases.

House of Lords.

Glanely (Lord) *v.* Wightman (Inspector of Taxes).

14th March.

Income Tax—Stud Farm—Stallion Fees—Trade distinct from Occupation of Land—Income Tax Act, 1918, Sched. B, r. 1 (*b*); Sched. D, r. 1 (*a*).

This was an appeal by Lord Glanely from the judgment of the Court of Appeal (Romer, L.J., dissenting), dismissing the appellant's appeal from Rowlatt, J., on a case stated from the Commissioners for Special Purposes, and the question raised was whether certain stallion fees which were paid to the appellant by the owners of thoroughbred mares for service by the appellant's stallions on his stud farm were assessable to income tax under Sched. D, or whether those fees had been charged to income tax by the assessment on the assessable value of the farm made under Sched. B, as profits arising from the occupation of the stud farm. The fees charged by the appellant for the services of his stallions varied. The service fees in 1920–1921 were £4,011, and in 1925–1926 were £18,586. That item however, formed but one of the items composing the general mass of the appellant's receipts of the undertaking carried on by him. It was contended that the profits from the stud farm operations were profits from the appellant's occupation of the land, and that the income tax assessed and charged in respect of those lands covered the tax payable in respect of any profit from service fees. The respondent contended that such profits were profits of trade adventure or concern assessable under Case I of Sched. D. Lord Glanely now appealed.

Lord Buckmaster, in giving judgment, said he thought that the argument in the Court of Appeal of Romer, L.J., was sound. The case most nearly approaching the present one was *Malcolm* v. *Lockhart* [1919] A.C. 463. The decision in *McLaughlin* v. *Bailey*, 7 Tax Cas. 508, did, he thought, cover this case, but it was based on the view of *Malcolm* v. *Lockhart*, which he thought was mistaken. He did not think therefore that *Malcolm* v. *Lockhart* covered and disposed of this case. Each case must depend on his own special circumstances. The occupation of the land in this case being for the purpose of a stud farm the use of the stallion on the farm could not be taxed unless it could be said that it constituted something distinct and separable from the purpose of the occupation, and he found himself unable to accept that view. He thought, therefore, that the appeal must be allowed and the assessment discharged.

Lords Tomlin, Russell and Wright also gave judgment, allowing the appeal.

The House ordered that the case be remitted to the Commissioners with a direction to discharge the assessments, and that sums paid in respect of income tax relating to the two assessments be repaid by the Inland Revenue together with interest at the rate of 4 per cent. from the date of payment. The respondent was ordered to pay the appellant's costs in that House and below.

Counsel: *Wilfrid Greene*, K.C., and *Cyril King*; *The Attorney-General* (Sir Thomas Inskip, K.C.) and *Reginald Hills*.

Solicitors: *Gibson & Weldon*, for *Rustons & Lloyd*, Newmarket; *Solicitor of Inland Revenue*.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

Barras *v.* Aberdeen Steam Trawling & Fishing Co., Ltd.

17th March.

Shipping — Wages — "Wreck" — Merchant Shipping (International Labour Conventions) Act, 1925, s. 1.

This was an appeal from an Interlocutor of the First Division of the Court of Session, Scotland, and raised the question as to the meaning of the word "wreck" in the Act of 1925, which provided in the case of wrecks for the continuance of seamen's wages, subject to certain provisions. The appellant was chief engineer on board the steam trawler "Strathclova," belonging to the respondents, which came into collision with another steam trawler, causing her to be dry-docked for repairs. The appellant was paid off during the time the repairs were being carried out and was re-engaged when the vessel was again ready for sea. He then brought this action to recover the amount of wages due to him in respect of the premature termination of his service by reason of the "wreck." The Court of Session (the Lord President dissenting) found, in law, that the "Strathclova" was not a "wreck" within the meaning of the Act, and assoilzied the respondents.

Lord Buckmaster, in giving judgment, said the question as to the meaning of the word "wreck" in the Merchant Shipping Act, 1894, s. 158, was the subject of judicial consideration in the case of "The Olympic" [1913] P. 92, and the respondents in the present case based their case on the ground that "The Olympic" was wrongly decided, and that the limited and relative meaning there attributed to the word "wreck" was not the true one. He (his lordship) did not think that the consideration of that question was open to that House. He was clearly of opinion that the word "wreck" must be construed in the Act of 1925 as it was construed in the Act of 1894. There remained, however, the question whether the facts of this case brought it within the principle of "The Olympic" or, in other words, whether the damage had been such as to cause such an injury that the ship could not continue the adventure in respect of which the seaman's contract was entered into. The question was whether that adventure was frustrated. The case illustrated the difficulty of deciding on which side of the line the facts caused the case to fall, but on the whole he could not find grounds for saying that the majority of the Court of Session was wrong. The appeal should be dismissed.

Lords Blanesburgh, Warrington, Russell and Macmillan also gave judgment dismissing the appeal.

Counsel: *John A. Lillie*, K.C., and *Charles A. Settle*; *T. M. Cooper*, K.C., and *W. A. Murray*.

Solicitors: *Sharpe, Pritchard & Co.*, for *Milne & Reid*, Aberdeen, and *James Mackenzie*, Edinburgh; *Pritchard & Sons*, for *James & George Collie*, Aberdeen, and *Alex. Morison & Co.*, W.S., Edinburgh.

[Reported by S. E. Williams, Esq., Barrister-at-Law.]

High Court—Chancery Division.

In re Tea Trading Co. K. & C. Popoff, Brothers.

Maugham, J. 20th February and 6th March.

Company—Winding Up—Service of Petition—Company Ceased to Exist—Person Authorised to Accept Service Dead—Companies Act, 1929 (19 & 20 Geo. 5, c. 23), s. 338—R.S.C. Ord. lxvii, r. 6—Companies (Winding Up) Rules, 1929, r. 28.

In 1885 the company, whose principal place of business was in Moscow, was incorporated with limited liability under the then laws of Russia. In 1909, as authorised by its regulations, it opened a London branch which continued to trade for some time after the Russian Revolution of 1917. In December, 1917, under s. 274 of the Companies (Consolidation) Act, 1908, particulars of the company were filed with the registrar, including a statement that the husband of the petitioner was the person in the United Kingdom authorised to accept service on the company's behalf. Till his death, in 1922, he was the London manager of the company, which owed him certain sums now claimed by the petitioner, as his administratrix. The company had incurred debts in the United Kingdom and also possessed assets. Under the present law of Russia, the company had ceased to exist, and since the petition could not be served on it there or elsewhere, the registrar had, under

R.S.C. Ord. lxvii, r. 6, ordered service by advertisement in the *London Gazette* and *The Daily Telegraph*.

MAUGHAM, J., in giving judgment, said that the question was how to wind up a company of this description which was an unregistered company within s. 338 of the Companies Act, 1929. The section contemplated its winding up, although it might have ceased to exist under the law of the land where it was incorporated. A difficulty arose about serving the petition, for the person authorised to accept service was dead. This petition was founded on the allegation that the company had ceased to exist. Order lxvii, r. 6, under which the registrar had ordered service by advertisement, was limited to cases where a writ or other document could be served personally as a matter of law, but not in the circumstances as a matter of fact (*Field* v. *Bennett*, 56 L.J., Q.B. 89), but here the petition could not be served on a non-existent company. However, an effective method was provided by the Companies (Winding Up) Rules, 1929, r. 28, in which " registered office " and " last known principal place of business " should be read as meaning " within the jurisdiction." The rule contemplated the fact that the company no longer carried on business, that the last known principal place of business could be ascertained, that no officer or member of the company could be found and that the petition should be served by leaving it at such registered office or place of business. If this was done, the court would have jurisdiction.

The petition was subsequently restored to the list and the compulsory winding up order made.

COUNSEL: *H. Buckmaster; Stafford Crossman.*

SOLICITORS: *Herbert Oppenheimer, Nathan & Vandyk; Treasury Solicitor.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

In re Ogden: Brydon *v.* Samuel.

Lord Tomlin (sitting as an Additional Judge of the Chancery Division). 16th March.

WILL—GIFT—DISCRETION TO SELECT—" POLITICAL FEDERATIONS, ASSOCIATIONS OR BODIES . . . HAVING AS THEIR OBJECTS THE PROMOTION OF LIBERAL PRINCIPLES "—NO UNCERTAINTY—BODIES ASCERTAINABLE—VALID GIFT—NO TRUST.

The testator Henry Ogden by his will bequeathed to the defendant Sir Herbert Samuel a proportion of the residue of his estate " to be by him distributed amongst such political federations, associations or bodies in the United Kingdom (other than as in the said will mentioned) having as their objects or one of their objects the promotion of Liberal principles in politics, as he shall in his absolute discretion select, and in such shares and proportions as he shall in the like discretion think fit." The summons asked, *inter alia*, whether this was a valid and effectual gift.

Lord TOMLIN, in giving judgment, said that, assuming the gift was not charitable, the question was whether it was bad either on the ground of uncertainty or because it was subject to an illegal trust. On the first point applying the principles laid down by Lord Parker in *Bowman* v. *Secular Society, Limited* [1917] A.C. 406, at p. 442, it had to be considered whether such uncertainty existed in the field of selection that the selector could not tell what he had to select. This was a question of fact in each particular case. The defendant in an affidavit had referred to several bodies coming under the description in the will, and had stated that all the bodies coming within it could be ascertained. Here there was a class capable of being ascertained in a specified area, and the gift was not void on the ground that the field was too vague. His lordship referred to the speech of Lord Atkinson in *Houston* v. *Burns* [1918] A.C. 337, at p. 345. As regards the question whether there was an illegal trust, there was no trust at all, as when the bodies had been properly selected the gift would be absolute for the purposes for which they existed.

COUNSEL: *Belsham; Daynes*, K.C., and *H. Lloyd Williams; Stafford Crossman* (for the Attorney-General) and *Richmount; Herbert Hart* (*Wilfrid Hunt* with him).

SOLICITORS: *Radford, Frankland & Mercer; Gilbert Samuel & Co.; Gregory, Rowcliffe & Co.*; agents for *Parkinson, Slack & Needham*, of Manchester; *Treasury Solicitor.*

[Reported by FRANCIS H. COWPER, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

Grundy *v.* Hewson.

Acton and Goddard, JJ. 15th March.

LANDLORD AND TENANT — AGRICULTURAL HOLDING — TENANT'S REQUEST FOR ARBITRATION REGARDING RENT—REDUCED RENT AWARDED—AWARD BINDING ON THE PARTIES—AGRICULTURAL HOLDINGS ACT, 1923 (13 and 14 Geo. 5, c. 9), s. 12 (3).

This was an appeal by the defendant, George Hewson, from a decision of Judge Langman at Louth (Lincolnshire) County Court. The defendant on the 6th April, 1928, became a yearly tenant at a rent of £145 of Primrose Farm, Yarborough. The plaintiff, James Grundy, was the landlord. On the 16th January, 1929, the defendant, by written notice to the landlord, asked that " in accordance with the Agricultural Holdings Act, 1923, . . . the question of the rent to be paid for the farm as from April 6, 1930, . . . should be referred to arbitration." The landlord agreed, but later refused to take any part in an arbitration, and the Minister of Agriculture at the request of the defendant appointed an arbitrator under the Act of 1923. The question referred to the arbitrator under s. 12 (3) of the Act was " as to the rent to be paid for the holding as from the next ensuing date at which the tenancy could have been terminated by notice to quit given by the tenant " at the date of the demand for arbitration. By his award made on the 23rd September, 1931, the arbitrator fixed the rent of the farm at £111 19s., and the defendant then tendered to the landlord rent due to the 6th April, 1931, at the rate of £111 19s. The landlord accepted the sum tendered only as a payment on account of the rent due, and he sued the Defendant in Louth County Court for the balance of £33 1s. The County Court judge found that the Act did not make an award as to rent binding on the parties, except in so far as the right to compensation was concerned, and he therefore gave judgment for the landlord, with costs. The defendant now appealed.

ACTON, J., said that with regard to the contention that the award was a nullity and mere waste of paper, the matter appeared to be beyond argument. It was unnecessary to say more than that he was unable to agree with that part of the judgment of the county court judge which decided that the award was not binding as regarded the rent. He thought that the appeal should be allowed.

GODDARD, J., concurred.

Leave to appeal was refused.

COUNSEL: *Singleton*, K.C., *T. F. Davis* and *J. Dill Smith* for the appellant; *Hanbury Aggs*, for the respondent.

SOLICITORS: *Ellis & Fairbairn; Collyer-Bristow & Co.*, agents for *Falkner, Son & Roberts*, Louth.

[Reported by CHARLES CLAYTON, Esq., Barrister-at-Law.]

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Parliamentary News.

Progress of Bills.

House of Lords.

Adelphi Estate.
Read Second Time. [16th March.

Children and Young Persons Bill.
Read Second Time. [16th March.

Electricity (Supply) Bill.
Read First Time. [22nd March.

Essex County Council Bill.
Read Second Time. [16th March.

Indian Pay (Temporary Abatements) Bill.
Read Second Time. [16th March.

Local Government (General Exchequer Contributions) Bill.
Read First Time. [22nd March.

Performing Animals (Regulation) Amendment Bill.
Read First Time. [22nd March.

Pharmacy and Poisons Bill.
Amendment Reported. [16th March.

House of Commons.

Administration of Justice (Scotland) Bill.
Read First Time. [16th March.

Agricultural Marketing Bill.
Read Second Time. [20th March.

Assurance Companies (Winding Up) Bill.
Reported, with Amendments. [21st March.

City of London (Various Powers) Bill.
Reported, with Amendments. [22nd March.

Consolidated Fund (No. 2) Bill.
Read Second Time. [22nd March.

Dog Racing (Local Option) Bill.
Reported, with Amendments. [21st March.

Foreign Judgments (Reciprocal Enforcement) Bill.
Read Second Time. [21st March.

Great Western Railway Bill.
Reported, with Amendments. [22nd March.

Local Government (General Exchequer Contributions) Bill.
Read Third Time. [16th March.

London, Midland and Scottish Railway Bill.
Reported, with Amendments. [22nd March.

Ministry of Health Provisional Order (Torquay) Bill.
Reported, without Amendment. [22nd March.

Staffordshire and Worcestershire Canal Bill.
Reported, with Amendments. [22nd March.

Societies.

The Town Planning Institute.

TOWN PLANNING OF URBAN CENTRES.

Mr. H. H. HUMPHRIES delivered a lecture to the Town Planning Institute on the 10th March on "The Town and Country Planning Act, 1932, and Town Centres." He said that industrial towns had suffered most intensely from the want of town-planning powers and that control of built areas had not existed before the new Act. The high hopes of town planners had not by any means been fully realised, but if the best possible use were made of its provisions they would vastly improve the future of large towns. The chief limiting condition was that the Minister should not approve a resolution to prepare a scheme affecting land already built on unless he was satisfied (among other things) that public improvements were likely to be made or other development was likely to take place within such a period of time and on such a scale as to make the inclusion of the land expedient. The general tenor of this condition seemed to preclude any wholesale re-planning of a town centre unless there was an undoubted immediate likelihood of more or less extensive development and the local authority was prepared to commit itself to extensive works of general improvement within a comparatively short time. It would be a pity, said Mr. Humphries, if the condition prevented local authorities from planning for the future of their built areas until re-development was certain to take place. Efficient administration demanded that the first movements of re-development should be properly undertaken in accordance with a comprehensive settled plan. The success of the Act from this point of view depended on its interpretation by the Minister. If he could see his way to approving the preparation of a scheme where it was the declared policy of a town to make steady progress with town improvements, he would help to meet the situation. Control of design could have been included in a scheme under the 1925 Act, although it had not been specifically mentioned in that Act. The new Act allowed a scheme to include provisions regulating the size, height, design and external appearance of buildings, and the manner in which they might be used. It would be of great advantage if this kind of control could be applied over wide areas, but a comprehensive scheme of control might not be approved by a Minister who interpreted the limiting words strictly. A person aggrieved by the decision of an authority under this section might appeal to a court of summary jurisdiction or to a special tribunal, and one of the grounds of appeal was an unreasonable increase in the cost of building. It would not be advisable to allow a local authority to contribute towards elevational treatment, as this power might provide an incentive for a "cheap and nasty" kind of building. The zoning of built areas must be as elastic as possible and the provision of optional areas was especially important. The future civic centre, including the chief shopping and commercial area, should, however, be zoned in some detail. Mr. Humphries hoped, he said, that the great experience that had already been gained in town planning would provide against too strict an interpretation of the limiting clauses.

The United Law Society.

A meeting of the Society was held in Middle Temple Common Room on 13th March, Mr. Horace S. Palmer in the chair. Mr. Marnan proposed "That in the opinion of this House the case of *Chapman* v. *Lord Ellesmere and Others* [1932] 2 K.B. 431, was wrongly decided" (*the "Don Pat" Case*). Mr. Mathias opposed. Miss Colwill and Messrs. Brown, Dennaby, Burke, Everett and Bell addressed the House. The motion was lost by nine votes to two. There was an attendance of thirteen.

FUTURE MEETINGS.

Monday, 27th March.—Debate: "That this House disapproves of the belligerent attitude adopted by the Japanese in Manchuria." Opener, Mr. A. McD. Gordon; Opposer, Mr. F. R. McQuown.

Social and Political Education League.

Sir Josiah Stamp, G.B.E., Sc.D., D.Sc., LL.D., F.B.A., who is this year's President of the Social and Political Education League, will deliver his Presidential Address on "The Limits of Intellectual Integrity" at University College, Gower-street, W.C.1, on Monday, 27th March, at 8.30 p.m.

Professor F. J. C. Hearnshaw, M.A., LL.D., will take the chair. Tickets for admission may be obtained free on application to Mr. J. W. Baggally, Hon. Secretary, 4, Stone Buildings, Lincoln's Inn, W.C.2.

The Hardwicke Society.

An ordinary meeting of the Society was held in the Middle Temple Common Room, on Friday, 17th March. In the absence of the President, the Hon. Treasurer took the chair at 8.30 p.m. In public business Prince Leonid Lieven moved "That this house approves of 'Hands off Japan' as an European policy." Mr. A. L. Ungoed-Thomas opposed. There spoke to the motion: Mr. Menzies, Mr. Douglas, Mr. Wrottesley, Mr. Petrie, Mr. Amphlett, Mr. Stewart, Mr. Bray, Mr. McColl, Mr. Mayers, Mr. Munton, Mr. Stride (Hon. Sec.), Mr. W. Grantham, K.C. (Ex-President), Mr. Pearson (Ex-President), Mr. Stogdon, Mr. Baden Fuller and Mr. Penson, and the Hon. Proposer in reply. On a division the motion was lost by ten votes.

The Union Society of London.

A meeting of the Society was held at 8.15 p.m. in the Middle Temple Common Room on Wednesday, 15th March. The President (Mr. Alexander Ross) was in the chair, and there were fifty-two members and visitors present. The following motion: "That this house regrets the motion adopted by the Oxford Union Society that it would in no circumstances fight for its King and country" was proposed by Capt. Ellershaw and opposed by Mr. Ingram. There spoke in favour of this motion Mr. Beaumont, Mr. Coombs, Mr. Parker, Mr. S. J. Thorne and the Vice-President, and against Mr. Salter Nichols, Mr. Brundrit, Mr. Sandilands, Mr. Anthony, Mr. Walter Stewart and Major Buller. After reply by Capt. Ellershaw the house divided and the motion was lost by eighteen votes to twenty-three.

The Law Clerks' Debating Society.

On Thursday, 16th March, the Chairman of The Law Clerks' Debating Society, together with a large company of members of the Society, attended at St. Bride's Institute, Bride-lane, Fleet-street, for the annual mock trial arranged by the members of the St. Bride's Debating Society. Mr. Walter Constable, having been invited to preside, acted as judge, and was assisted by a jury drawn from the members of both societies, whilst Messrs. Papworth and Robinson respectively conducted the prosecution and defence. The trial, which proved to be a great success, drew a large number of spectators.

Law Students' Debating Society.

At a meeting of the Society held at The Law Society's Hall, on Tuesday, 14th March, 1933 (Chairman, Mr. H. J. Baxter), the subject for debate was: "That this House would welcome Legislative Action on the lines of the Salter Report." Mr. P. W. Iliff opened in the affirmative; Mr. K. D. C. Nation Dixon opened in the negative. The following members also spoke: Messrs. E. F. Iwi, W. Fancourt Bell, J. C. Christian-Edwards, N. R. Hastie, W. M. Pleadwell, L. J. Frost, A. L. Ungoed-Thomas, Miss H. M. Cross, R. Langley Mitchell, W. L. F. Archer, and J. A. Dowding. The opener having replied, the motion was carried by one vote. There were seventeen members present.

At a meeting of the Society held at the Law Society's Hall, on Tuesday, 21st March (Chairman, Mr. P. W. Iliff), the subject for debate was: "That the case of *Attorney-General* v. *Corke* [1933] 1 Ch. 89, was wrongly decided." Mr. H. F. C. Morgan opened in the affirmative, Mr. V. Foden Pattisson opened in the negative: Mr. W. Fancourt Bell seconded in the affirmative, Mr. C. N. Elman seconded in the negative. The following members also spoke: Messrs. J. D. Brightman, M. C. Batten, L. F. Sturge, C. E. Lloyd, W. M. Pleadwell, J. C. Christian-Edwards, L. J. Frost and R. Langley Mitchell. The opener having replied, and the Chairman having summed up, the motion was carried by one vote. There were twenty members and one visitor present.

Mr. Christian Grobel, solicitor, of Golders Green, N.W., senior partner in the firm of C. Grobel, Son & Co., left estate of the gross value of £11,701, with net personalty £11,086. He left £100 to Florence Esther Lunt, "as a token of her clerical services" to his old firm for a period of over twenty years, £100 to the Cardinal Archbishop of Westminster for use in the Roman Catholic Church at Muswell Hill, when built, on condition that a Mass is said in perpetuity on 8th January in each year after his death.

Rules and Orders.

THE COUNTY COURT (No. 1) RULES, 1933.
DATED MARCH 10, 1933.

1. These Rules may be cited as the County Court (No. 1) Rules, 1933, and shall be read and construed with the County Court Rules, 1903,(*) as amended.

An Order and Rule referred to by number in these Rules means the Order and Rule so numbered in the County Court Rules, 1903, as amended.

The Appendix referred to in these Rules is the Appendix to the County Court Rules, 1903, as amended.

A Form referred to by number in these Rules means the Form so numbered in Part I of the Appendix to the County Court Rules, 1903, as amended.

The County Court Rules, 1903, as amended, shall have effect as further amended by these Rules.

2. In Rule 1 of Order VIII the words "between the same parties" shall be omitted.

3. In Rule 76 of Order XXV the words "does not reside or carry on business within" shall be substituted for the words "resides out of."

4. The following Rule shall be inserted after Rule 63 in Order L and shall stand as Rule 64:—

"LINDSEY COUNTY COUNCIL (SANDHILLS) ACT, 1932.

64.—(1) An appeal to a County Court under section 7 (1) (*c*) or section 13 (6) of the Lindsey County Council (Sandhills) Act, 1932,(†) shall be brought by giving notice of appeal to the County Council or the Council of any urban or rural district or the Commissioners who have refused approval or determined the sum to be paid in respect of which the appeal is brought, and at the same time requesting the Registrar of the County Court having jurisdiction in the matter to enter the appeal.

Such notice shall so far as circumstances permit be in accordance with the form [Form 491] in the Appendix.

(2) The appeal shall be brought in the Court within the district of which that part of the Sandhills to which the appeal relates is situate.

(3) Where the notice of appeal is given to the Council of any urban or rural district or to the Commissioners a copy of the notice of appeal shall be served on the County Council at the same time as the notice of appeal is given.

(4) The respondents to the appeal shall be the County Council or the Council of any urban or rural district or the Commissioners who have refused approval or determined the sum to be paid in respect of which the appeal is brought: provided that the Court may give leave to add any person as appellant or respondent and may order any person to be added as respondent.

(5) The request for entry of the appeal shall so far as circumstances permit be in accordance with the form [Form 492] in the Appendix and shall be served on or delivered to the Registrar of the Court in which the appeal is brought and shall be accompanied by the prescribed fee on entering an appeal and by a copy of the notice of appeal.

(6) Any notice summons order or other document required or authorised to be served or delivered under the Lindsey County Council (Sandhills) Act, 1932, or these Rules (other than a notice required or authorised to be served under the Lands Clauses Acts) may be served or delivered in accordance with the provisions of section 66 of the said Act.

(7) Notices of appeal received by the Registrar shall be entered by him in the Minute Book and numbered as if they were plaints and when a notice of appeal has been so numbered all subsequent notices and documents relating to the appeal shall bear the same number.

(8) On receipt of a notice of appeal the Registrar shall as soon as conveniently may be fix a time for the hearing of the appeal and shall give not less than fourteen days' notice thereof to the parties according, so far as circumstances permit, to the form [Form 493] in the Appendix.

(9) The procedure on the hearing of an appeal shall be the same, mutatis mutandis, as on a trial of an action before the Judge alone without a jury.

(10) The Judge may, with or without any application in that behalf, inspect the premises to which the appeal relates in any case in which he thinks that such an inspection is desirable.

(11) The expenses of the inspection shall be paid in the first instance by the party on whose behalf application is made, or, if inspection is made without an application, by the appellant.

(12) The Court shall have power to direct by whom the expenses of the inspection shall be ultimately borne.

* S.R. & O. Rev. 1904, III County Court, E. p. 89 (1903, No. 629).
† 22–3 G. 5. c. lxxxvi.

(13) Save as herein otherwise provided all costs shall be in the discretion of the Court and the Court shall have power to direct on what County Court Scale and under what column in the Scale costs are to be allowed, and, in default of any such direction they shall be taxed under column B.

(14) When the Judge has given judgment on an appeal the Registrar shall, as soon as conveniently may be, draw up an order in accordance with the decision, and a sealed copy of the order shall be sent to every party to the appeal.

(15) Subject to the provisions of the Lindsey County Council (Sandhills) Act, 1932, and to this Rule the Court shall have all the powers attaching to the exercise of its ordinary jurisdiction and the Rules governing the practice of the Court shall with the necessary modifications apply accordingly.

(16) In this Rule the expressions 'The County Council' and 'the Commissioners' have the same respective meanings as in the Lindsey County Council (Sandhills) Act, 1932."

5. In Part I of the Appendix there shall be inserted the following new forms which shall stand as Forms 491, 492 and 493, respectively :—

"491.

LINDSEY COUNTY COUNCIL (SANDHILLS) ACT, 1932.

Notice of appeal under Section 7 (1) (c) *or Section* 13 (6).

[*Not to be printed.*]

In the County Court of Lincolnshire
holden at .

In the Matter of the Lindsey County Council (Sandhills) Act, 1932, Section (*state section under which the appeal is brought*)
and

In the matter of an appeal against a refusal (determination) of the County Council of the administrative County of Lincolnshire *or* of the Urban *or* Rural District Council *or* the Commissioners of Sewers for the County of Lincoln the city of Lincoln and County of the said city and part of the County of Nottingham dated the day of 19 .

Between A.B. (*Address and description*)
Appellant.
and

The County Council of the administrative County of the Parts of Lindsey Lincolnshire
or The Urban or Rural District Council
or The Commissioners of Sewers
for the County of Lincoln the city of Lincoln and the County of the said city and part of the County of Nottingham.
Respondents.

Take notice that I intend to appeal to the County Court of Lincolnshire holden at from the refusal (determination) of the above named (*state name of respondents*) dated the day of 19 , whereby (*state effect of refusal or determination*).

The grounds of my appeal are (*state grounds*).

Dated this day of 19 .

A.B. Appellant (*add address*)
to which address all notices and other documents are to be sent.

To the above named (*state name of respondents*).

492.

THE LINDSEY COUNTY COUNCIL (SANDHILLS) ACT, 1932.

Request by Appellant for Entry of Appeal under Section 7 (1) (c) *or Section* 13 (6).

[*Not to be printed.*]

[*Heading as in Form* 491.]

SIR,

Herewith please receive a copy of the notice of appeal in the above mentioned matter given to the above mentioned County Council.

I request the Court to enter the appeal for hearing and to fix a time for the hearing of the appeal. Herewith is also the sum of £ for the fee payable on the entry of the appeal.

Dated this day of 19 .

A.B. Appellant (*add address*)
to which address all notices and other documents are to be sent.

To the Registrar of the County Court of
holden at

493.

THE LINDSEY COUNTY COUNCIL (SANDHILLS) ACT, 1932.

Notice of Time and Place of Hearing of Appeal, under Section 7 (1) (c) *or Section* 13 (6).

[*Heading as in Form* 491.]

Take notice that the above-mentioned appeal will be heard at a Court to be held at on the day of 19 at the hour of in the noon and that if you do not attend at the time and place above mentioned such proceedings will be taken and order made as the Judge may think just.

Dated this day of 19 .

Registrar.

To the County Council of the administrative County of the Parts of Lindsey Lincolnshire [*or*]
(and to every other party)."

We, the undersigned persons appointed by the Lord Chancellor pursuant to section one hundred and sixty-four of the County Courts Act, 1888,‡ and section twenty-four of the County Courts Act, 1919,§ to frame Rules and Orders regulating the practice of the Court and forms of proceedings therein, having by virtue of the powers vested in us in this behalf framed the foregoing Rules, do hereby certify the same under our hands and submit them to the Lord Chancellor accordingly.

S. A. Hill Kelly. *Ivor Bowen.*
T. Mordaunt Snagge. *C. E. Dyer.*
Barnard Lailey. *H. Bensley Wells.*

Approved by the Rules Committee of the Supreme Court.

Claud Schuster,
Secretary.

I allow these Rules, which shall come into force on the 1st day of April, 1933.

Sankey, C.

Dated the 10th day of March, 1933.

‡ 51–2 V. c. 43. § 9–10 G. 5. c. 73.

THE LOCAL GOVERNMENT (ADJUSTMENT OF GAINS AND LOSSES IN COUNTY DISTRICTS) (SECOND FIXED GRANT PERIOD) REGULATIONS, 1933, DATED FEBRUARY 21, 1933, MADE BY THE MINISTER OF HEALTH UNDER SECTION 94 (1) (*d*) OF THE LOCAL GOVERNMENT ACT, 1929 (19 & 20 GEO. 5. C. 17), PROVIDING FOR THE APPLICATION OF THE PROVISIONS OF THE LOCAL GOVERNMENT (ADJUSTMENT OF GAINS AND LOSSES IN COUNTY DISTRICTS) (FIRST FIXED GRANT PERIOD) REGULATIONS, 1932,* TO THE FIRST TWO YEARS OF THE SECOND FIXED GRANT PERIOD. 77,088.

The Minister of Health in exercise of the powers conferred on him by paragraph (*d*) of sub-section (1) of section 94 of the Local Government Act, 1929, and of all other powers enabling him in that behalf, hereby makes the following regulations :—

1. These regulations may be cited as the Local Government (Adjustment of Gains and Losses in County Districts) (Second Fixed Grant Period) Regulations, 1933.

2. The Local Government (Adjustment of Gains and Losses in County Districts) (First Fixed Grant Period) Regulations, 1932, shall apply in relation to the first two years of the second fixed grant period as they do in relation to the years of the first fixed grant period, and accordingly—

(*a*) Regulation 1 of the said regulations shall have effect as though after the words "the years of the first fixed grant period" there were inserted the words "and the first two years of the second fixed grant period"; and

(*b*) Regulation 7 of the said regulations shall have effect as if for the words "of the first fixed grant period" wherever occurring in that regulation there were substituted the words "in relation to which these regulations apply."

Given under the official seal of the Minister of Health this twenty-first day of February nineteen hundred and thirty-three.

(L.S.) *W. A. Ross,*
Assistant Secretary, Ministry of Health.

* S.R. & O. 1932 (No. 281) p. 761.

Legal Notes and News.

Honours and Appointments.

The King has been pleased, on the recommendation of the Secretary of State for Scotland, to make the following appointments, with effect as from 1st April :—Mr. GEORGE BROWN, M.B.E., presently Sheriff Substitute of Ross, Cromarty, and Sutherland at Dingwall, to be Sheriff Substitute of Caithness, Orkney, and Zetland at Kirkwall; Mr. ARTHUR HUNTER DENHOLM GILLIES, presently Sheriff Substitute of Caithness, Orkney, and Zetland at Kirkwall, to be Sheriff Substitute of Ross, Cromarty, and Sutherland at Dingwall.

The appointment is announced of Mr. Justice LYMAN P. DUFF, Puisne Judge, to be Chief Justice of the Supreme Court of Canada in succession to the late Right Hon. Francis Alexander Anglin.

Mr. FRANK J. HUGHES, K.C., of Toronto, has been appointed a Puisne Judge of the Supreme Court of Canada, and Mr. ERIC ARMOUR, K.C., of Toronto, a Judge of the Supreme Court of Ontario.

The Attorney-General has appointed Mr. STUART HAYNE GRANVILLE-SMITH to be prosecuting counsel to the Post Office on the Midland Circuit, in the place of Mr. G. G. Phillips, who has resigned. Mr. Granville-Smith was called to the Bar by the Inner Temple in 1925.

The Secretary of State for Scotland has appointed Mr. M. MCINTOSH, 1st Class Depute, Sheriff Clerk Service, Aberdeen, to be Sheriff Clerk of Inverness-shire in the room of Mr. A. A. Chisholm, deceased.

The Board of Trade have appointed Mr. FREDERICK HAROLD LANGMAID, Official Receiver in Bankruptcy at Southampton, to be Official Receiver in Bankruptcy at Canterbury as from the 22nd March, 1933.

The Board of Trade have appointed Mr. CYRIL JOHN PYKE, Official Receiver in Bankruptcy at Canterbury, to be Official Receiver in Bankruptcy at Southampton as from the 22nd March, 1933.

The President of the Board of Education has appointed Mr. WYNN POWELL WHELDON, Secretary and Registrar of the University College of North Wales, to be Permanent Secretary of the Welsh Department of the Board in succession to Sir Percy E. Watkins, who is shortly retiring under age regulations. Mr. Wheldon was admitted a solicitor in 1907.

Mr. TREVOR TREHARNE JONES, solicitor, of Hull, has been appointed Deputy Town Clerk of Blackpool. Mr. Jones was admitted a solicitor in 1925.

Mr. HAROLD TUFFEE, solicitor, of Gravesend, has been appointed Clerk of the Peace of the Borough of Gravesend. Mr. Tuffee was admitted a solicitor in 1905.

Mr. JOHN BOYLE, LL.B., Assistant Solicitor to the York Corporation, has been appointed Assistant Solicitor to the West Hartlepool Corporation. Mr. Boyle was admitted a solicitor in June, 1932.

Mr. G. T. HECKELS, Assistant Solicitor to the Cambridge Borough Council, has been appointed in a similar capacity under the Nottingham Corporation. Mr. Heckels was admitted a solicitor in 1928.

Professional Announcements.

(2s. per line.)

THE SOLICITORS' MORTGAGE SOCIETY, LTD. (formed by Solicitors for Solicitors), invites particulars of FUNDS or SECURITIES. Apply, The Secretary, 20, Buckingham-street, Strand, W.C.2. Telephone No. Temple Bar 1777.

BAR COUNCIL.

The two vacancies on the General Council of the Bar caused by the death of Mr. C. F. Lowenthal, K.C., and Mr. H. T. Wright, have been filled by the appointment of Mr. E. W. Cave, K.C., and Mr. G. H. B. Streatfeild.

LAW PUBLICATIONS.

A Supplement of Law Publications, containing the announcements of the leading law publishers, is given with this issue in the hope that it will prove of interest to readers of THE SOLICITORS' JOURNAL.

Alphabetical indices to subjects and authors are included, and readers are invited to retain the supplement for reference.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

DATE.	EMERGENCY ROTA.	APPEAL COURT No. 1.	GROUP I. MR. JUSTICE EVE. Witness. Part II.	MR. JUSTICE MAUGHAM. Witness. Part I.
M'nd'y Mar. 27	Mr. Ritchie	Mr. Hicks Beach	Mr.*Ritchie	Mr.*Andrews
Tuesday .. 28	Blaker	Andrews	Andrews	*More
Wednesday 29	More	Jones	*More	*Ritchie
Thursday . 30	Hicks Beach	Ritchie	Ritchie	*Andrews
Friday 31	Andrews	Blaker	*Andrews	More
Sat'day April 1	Jones	More	More	Ritchie

	GROUP I. MR. JUSTICE BENNETT. Non-Witness.	MR. JUSTICE CLAUSON. Witness. Part I.	GROUP II. MR. JUSTICE LUXMOORE. Non-Witness.	MR. JUSTICE FARWELL. Witness. Part II.
M'nd'y Mar. 27	Mr. More	Mr.*Blaker	Mr. Jones	Mr. Hicks Beach
Tuesday .. 28	Ritchie	*Jones	Hicks Beach	*Blaker
Wednesday 29	Andrews	*Hicks Beach	Blaker	Jones
Thursday . 30	More	Blaker	Jones	*Hicks Beach
Friday 31	Ritchie	*Jones	Hicks Beach	Blaker
Sat'day April 1	Andrews	Hicks Beach	Blaker	Jones

* The Registrar will be in Chambers on these days, and also on the days when the Court is not sitting.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate (30th June, 1932) 2%. Next London Stock Exchange Settlement Thursday, 6th April, 1933.

	Div. Months.	Middle Price 22 Mar. 1933.	Flat Interest Yield. £ s. d.	†Approximate Yield with redemption £ s. d.
ENGLISH GOVERNMENT SECURITIES				
Consols 4% 1957 or after	FA	109½	3 13 1	3 8 3
Consols 2½%	JAJO	75½	3 6 3	—
War Loan 3½% 1952 or after ..	JD	101	3 9 4	3 8 7
Funding 4% Loan 1960-90	MN	112½	3 11 1	3 5 11
Victory 4% Loan (Available for Estate Duty at par) Av. life 29 years	MS	110	3 12 9	3 9 0
Conversion 5% Loan 1944-64 ..	MN	118½	4 4 5	3 0 0
Conversion 4½% Loan 1940-44 ..	JJ	111½	4 0 9	2 15 7
Conversion 3½% Loan 1961 or after ..	AO	100	3 10 0	3 10 0
Conversion 3% Loan 1948-53 ..	MS	99¼	3 0 5	3 1 0
Local Loans 3% Stock 1912 or after ..	JAJO	88½	3 7 10	—
Bank Stock	AO	342	3 10 2	—
Guaranteed 2¾% Stock (Irish Land Act) 1933 or after	JJ	78	3 10 6	—
India 4½% 1950-55	MN	110½	4 1 5	3 13 3
India 3½% 1931 or after	JAJO	88	3 19 7	—
India 3% 1948 or after	JAJO	76	3 18 11	—
Sudan 4½% 1939-73	FA	111	4 1 1	2 10 0
Sudan 4% 1974 Red. in part after 1950	MN	109	3 13 5	3 6 7
Transvaal Government 3% Guaranteed 1923-53 Average life 12 years	MN	100	3 0 0	3 0 0
COLONIAL SECURITIES				
*Australia (Commonw'th) 5% 1945-75	JJ	106	4 14 4	4 7 0
*Canada 3½% 1930-50	JJ	100	3 10 0	3 10 0
*Cape of Good Hope 3½% 1929-49 ..	JJ	100	3 10 0	3 10 0
Natal 3% 1929-49	JJ	95	3 3 2	3 8 2
New South Wales 3½% 1930-50 ..	JJ	94	3 14 6	3 19 10
*New South Wales 5% 1945-65 ..	JD	106	4 14 4	4 7 9
New Zealand 4½% 1948-58	MS	107	4 4 1	3 17 6
*New Zealand 5% 1946	JJ	110	4 10 11	4 0 0
Nigeria 5% 1950-60	FA	113	4 8 6	3 18 8
*Queensland 4% 1940-50	AO	100	4 0 0	4 0 0
*South Africa 5% 1945-75	JJ	111	4 10 1	3 16 9
*South Australia 5% 1945-75 ..	JJ	106	4 14 4	4 7 0
*Tasmania 3½% 1920-40	JJ	99	3 10 8	3 13 4
Victoria 3½% 1929-49	AO	95	3 13 8	3 18 1
*W. Australia 4% 1942-62	JJ	100	4 0 0	4 0 0
CORPORATION STOCKS				
Birmingham 3% 1947 or after ..	JJ	85	3 10 7	—
Birmingham 4½% 1948-68	AO	112	4 0 4	3 10 2
*Cardiff 5% 1945-65	MS	110	4 10 11	3 18 9
Croydon 3% 1940-60	AO	93	3 4 6	3 8 0
*Hastings 5% 1947-67	AO	112½	4 8 11	3 16 8
Hull 3½% 1925-55	FA	98	3 11 5	3 12 8
Liverpool 3½% Redeemable by agreement with holders or by purchase ..	JAJO	99	3 10 8	—
London County 2½% Consolidated Stock after 1920 at option of Corp.	MJSD	73	3 8 6	—
London County 3% Consolidated Stock after 1920 at option of Corp.	MJSD	87	3 9 0	—
Manchester 3% 1941 or after ..	FA	86	3 9 9	—
Metropolitan Consd. 2½% 1920-49 ..	MJSD	93	2 13 9	3 1 3
Metropolitan Water Board 3% "A" 1963-2003	AO	88	3 8 2	3 9 2
Do. do. 3% "B" 1934-2003 ..	MS	90	3 6 8	3 7 6
Do. do. 3% "E" 1953-73 ..	JJ	93	3 4 6	3 6 5
*Middlesex C.C. 3½% 1927-47 ..	FA	101	3 9 4	—
Do. do. 4½% 1950-70	MN	113	3 19 8	3 10 2
Nottingham 3% Irredeemable ..	MN	86	3 9 9	—
*Stockton 5% 1946-66	JJ	113	4 8 6	3 14 4
ENGLISH RAILWAY PRIOR CHARGES				
Gt. Western Rly. 4% Debenture ..	JJ	101½	3 18 10	—
Gt. Western Rly. 5% Rent Charge ..	FA	115½	4 6 7	—
Gt. Western Rly. 5% Preference ..	MA	73½	6 16 0	—
‡L. & N.E. Rly. 4% Debenture ..	JJ	82⅔	4 17 0	—
‡L. & N.E. Rly. 4% 1st Guaranteed	FA	66⅔	6 0 4	—
London Electric 4% Debenture ..	JJ	103½	3 17 4	—
‡L. Mid. & Scot. Rly. 4% Debenture ..	JJ	91⅔	4 7 5	—
‡L. Mid. & Scot. Rly. 4% Guaranteed	MA	72½	5 10 4	—
Southern Rly. 4% Debenture ..	JJ	101⅔	3 18 10	—
Southern Rly. 5% Guaranteed ..	MA	105½	4 14 9	—
Southern Rly. 5% Preference ..	MA	80½	6 4 3	—

*Not available to Trustees over par.

†In the case of Stocks at a premium, the yield with redemption has been calculated as at the earliest date; in the case of other stocks, as at the latest date.

‡These Stocks are no longer available for trustees, either as strict Trustee or Chancery Stocks, no dividend having been paid on the Companies' Ordinary Stocks for the past year.

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LEYLAND.—The Next of Kin of FRANCIS JANE LEYLAND late of 62, Chestnut-grove, Tranmere, Birkenhead, in the County of Chester, who died on 31st day of May, 1929, at 62, Chestnut-grove, Tranmere, are requested to COMMUNICATE with G. HOLMES MOSSOP, Solicitor, at 61, Lord-street, Liverpool.

MISS FLORA MACRAE FEENY, deceased.—Will anyone having knowledge of any WILL made by the above-named deceased, late of 25, Curzon-street, Mayfair, W.1., "Grosvenor House," Park-lane, W.1, and 6, Avenue-road, Regents Park, N.W.8, who died on the 12th day of March, 1933, kindly COMMUNICATE with Messrs. QUINN, DIXON & CO., Solicitors, of 22, Lord-street, Liverpool, 2.

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Report, Balance Sheet and full particulars from the Secretary, LEWIS H. BURTT,

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Communications to Preb. Carlile, C.H., D.D., Hon. Chief Secretary, 55, Bryanston St., London, W.1. Cheques crossed "Barclays a/c Church Army."

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